

**CITY OF MIDDLETOWN - PURCHASING DEPARTMENT
MUNICIPAL BUILDING, ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT. 06457
(860) 638-4895**



CONTRACT DOCUMENTS

BID #2013-036

**INSTALLATION OF CONCRETE SIDEWALKS
AND EXTRUDED CONCRETE CURBING**

**PUBLIC WORKS DEPARTMENT
City of Middletown, Connecticut**

BID OPENING: Thursday, February 20, 2014 at 11:00 AM

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

**BID #2013-036 -- INSTALLATION OF CONCRETE SIDEWALKS AND EXTRUDED CONCRETE CURBING --PUBLIC
WORKS DEPARTMENT**

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State of CT Prevailing Wage Rates

Hereinafter referred to as the **Contract Documents**

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Thursday, February 20, 2014 at 11:00 AM** for the following:

**BID #2013-036
INSTALLATION OF CONCRETE SIDEWALKS
AND EXTRUDED CONCRETE CURBING
PUBLIC WORKS DEPARTMENT**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov**. All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

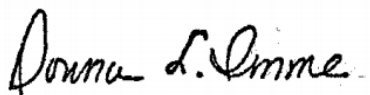
A Bid Bond in the amount of ten (10%) percent of the total bid amount shall be required with all bids submitted. A Performance Bond and Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract sum shall be required upon signing of contract documents. A Maintenance Bond in the amount of ten percent (10%) of the contract sum shall be required after completion of work and prior to final payment. **Wage rates do apply for all projects over \$100,000.00.**

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms, in a sealed envelope using the enclosed bid return label and as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **01/28/2014**
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or furnishing the specified items will be received by the Department of Finance at the time and place set forth therein with the award to be made as soon as practicable thereafter. Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and the public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope and clearly marked with the bid number and description – with the Bid Return Label enclosed.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidder must type or use black pen at all times.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the

Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section **78-8 (m)**, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract on a per category basis to the lowest responsible bidder(s) submitting the **lowest total cost per category, providing that sufficient funds are available to award the contract(s).** The City of Middletown shall reserve the right to make multiple awards based upon the lowest unit price per item / per category and/or based on what is in

the best interest of the City.

8. Partial Bids – The bid is separated into categories. Partial bids **will be** accepted from bidders. However, if a bid is submitted on a specific category, the bidder must submit a bid for **each item within that category as specified. Bidders shall be required to submit a bid on each listed item within each category to be given consideration for an award based on the lowest responsible bidder within the category.**

9. Term of Contract and Work Order Time frame - The contract term shall be for a period of twenty four (24) months commencing on **March 1, 2014 and terminating February 29, 2016.**

Work to be performed pursuant to this contract shall be authorized by work order and shall be completed within the Time frame set forth in the work order unless an extension is granted in writing by the Public Works Department for justifiable reasons.

Within ten (10) days after issuance of Work Order, work to be performed under that order shall commence.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include all labor, equipment, materials and incidentals necessary for a complete installation and as necessary to comply with the City's requirements.

11. Interpretations and Addenda - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to: Supervisor of Purchases, Municipal Building, Middletown, Connecticut, 06457. **Questions may also be faxed to 860-638-1995.**

To receive consideration, such questions must be

submitted in writing by **Tuesday, February 11, 2014 by 3:00 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange an Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.middletownct.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

12. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five days advance written notification to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated for work completed up to the end of that month, at which time this contract shall terminate. Total compensation due under this contract shall be calculated based upon the amount of work

completed multiplied by the bid unit cost.

13. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment entitled "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

14. Time for Performance -

A. The quantities of work are based upon the anticipated number of work required through January 31, 2016. Work required pursuant to this contract shall be provided on an "as needed basis" as authorized by an approved purchase order and corresponding work order.

B. Concrete sidewalks authorized for installation by the City, shall be completed within the Time frame set forth in the work order.

C. Failure to meet the completion time specified in the work order shall constitute default and breach of contract and the Owner may then authorize procurement of such services from the most expeditious alternate source available to them.

D. All excess expenses charged for alternate procurement of defaulted services under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all

claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Payment Terms - Payment discounts for early payment are preferred. Terms shall be net 30 days. The bidder shall submit an itemized invoice to the Director of Public Works on a monthly basis. The invoice shall state the quantity of work completed, item description and unit price bid. The Department Director shall then review and approve the invoice for payment and forward same to the Finance Department for payment.

Payment shall be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

17. Quantities - The quantities specified are approximate only as determined by the Public Works Department and are **not guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or to delete them entirely at the time the contract is awarded without prejudice toward the quoted bid price if to do so is in the City's best interest.

18. Excise and Sales Tax - Services purchased by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Firm Pricing - The City of Middletown requires that all bidders provide firm pricing for on all bid items for the contract term specified here-in.

20. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

21. Guarantee - The bidder shall guarantee his materials and workmanship to be free of defects for the minimum period of **twelve (12) months** from the date of acceptance by the City. This warranty shall provide for full replacement of any materials and or workmanship found to be defective during the warranty period, which shall furnished at the expense of the bidder.

22. Conditional/Qualified Bids - A conditional or qualified bid will not be accepted.

23. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

24. Bonds -

A. Bid Bond - The bid proposal must be accompanied by a bid bond which shall not be less than ten (10%) percent of the total bid amount. The bid bond shall be prepared on the form of a recognized surety company acceptable to the City or submitted on the form enclosed herein. Certified checks or bank drafts will be accepted in lieu of a bid bond. All bid surety checks shall be made payable to the City of Middletown. Premiums shall be paid by the bidder.

B. Guarantee by Surety - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety

authorized to do business in Connecticut that it will provide the Ten Percent (10%) Maintenance Bond required by the contract documents if the bidder's bid is accepted.

C. Performance and Labor and Materials Bond

- The bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor or supplying materials on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown. The bidder must utilize the Performance Bond Form included with these specifications. **⇒Alternate bond forms will not be accepted.**

D. Maintenance Bond - Following completion of all work, the bidder shall be required to furnish a Maintenance Bond on the designated form incorporated herein. The Maintenance Bond shall be in the amount of ten percent (10%) of the total contract amount and must be furnished to the City of Middletown prior to the release of the final payment and will act as a warranty for a period of twelve (12) months from date of completion as set forth in the work order.

E. Amendments to Bonds - Any changes, modifications, amendments and/or alterations to any of the required bonds shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

25. Wages and Salaries - The wage rates paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of contribution or payment

paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-52 through 31-57a, inclusive, of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the work in the same trade or occupation in the City of Middletown in which such public works project is being constructed. For the purpose of this contract these wage rates shall be those rates published by the State of Connecticut Department of Labor. The bidder shall submit with his/her bid a completed, notarized Contractor's Wage Certification form.

Pursuant to State of Connecticut Public Act 93-392 the bidder, shall submit a certified payroll record, utilizing the form furnished with the prevailing wage rates included within these specifications. The certified payroll shall be submitted on a weekly basis with **Statement of Compliance** to the contracting agency included on the reverse side of the payroll form.

26. Items, Indeterminate Items, and Comparison of Bids

- A. The work to be done under this contract has been divided into parts or items to enable each bidder to bid on the different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the proposal.
- B. The owner promises to examine and consider thoroughly each proposal submitted provided that bidder, in return, promises as set forth in the proposal that he will not withdraw his proposal while it is being considered and will execute the contract agreement and furnish the required bonds and insurance certificates if his proposal is accepted.

- C. Bids will be compared on the basis of the quantities and unit or lump sum prices stated in the proposal.

27. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

28. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

29. Americans with Disabilities Act- The contractor/ service provider, in performing this agreement will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the American with Disabilities Act.

30. Bidders Qualifications - The City of Middletown may make such investigation as deemed necessary to determine that ability of the bidder to discharge his contract. The bidder shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the bidder fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill his obligations and complete the terms of the contract. Determination of the lowest responsible bidder will be administered in conformity with the City ordinance. Each bidder shall be prepared to submit a statement of their qualifications to the City upon request.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

**SECTION 78-8-M BID PREFERENCE
FOR LOCAL VENDORS.**

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:
 - a. City-based bidders.
 - (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than

10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United

States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.

B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City.

The contractor shall respond promptly to all inquiries and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Purchasing Office shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All trades workers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise

required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their

term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the appointment date.

- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee.

(3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions: The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.

- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor.

(9/7/99, 11/1/2002)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT
AFFIDAVIT OF LOCAL VENDOR
(Applicable to Middletown based businesses only)**

I, _____, being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

(Notary Public)
My Commission Expires:

BID #2013-036
INSTALLATION OF CONCRETE SIDEWALKS
AND EXTRUDED CONCRETE CURBING
PUBLIC WORKS DEPARTMENT

GENERAL SPECIFICATIONS CONCRETE SIDEWALKS
--

The City of Middletown will accept bids from interested qualified contractors to furnish all materials, equipment, labor and incidentals necessary to install concrete sidewalks at various locations as required by the Public Works Department. All work shall comply with the Standard Details of the Public Works Department, included in Appendix I.

It is the intent of the City to establish a term contract for the installation of concrete sidewalks and extruded concrete curbing at various locations with **firm unit pricing** for a contract term of twenty four (24) months, commencing on **March 1, 2014 and terminating February 29, 2016.** Sidewalk installation required throughout the term of this contract shall be authorized on an "as needed" basis as subject to the receipt of an approved purchase order with corresponding work order.

The bidder shall indicate on Proposal form the cost per unit for each item listed and corresponding extension.

The Bid will be structured in three components:

Concrete Sidewalk Project under \$100,000.00

Concrete Sidewalk Projects over \$100,000.00 (Prevailing Wage Rates are applicable)

Extruded Concrete Curbing

TECHNICAL SPECIFICATIONS

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ARTICLE 1: UNCLASSIFIED EXCAVATION

DESCRIPTION: Unclassified excavation shall consist of the removal and satisfactory disposal of stumps under six (6") inches and all other material not included in sidewalk excavation. Stumps that are six (6") inches and over will be included under the item "Stump Removal".

METHOD OF MEASUREMENT: Payment lines shall coincide with subgrade lines of gravel base, finish grade of concrete sidewalk, and one (1) foot outside edge of sidewalk or curb. Material shall be measured per cubic yard outside of these limits.

BASIS OF PAYMENT: Payment will be made at the contract unit price for "unclassified excavation" which price shall include all equipment, tools, and labor incidental to the completion of this item.

ARTICLE 2: STRUCTURE EXCAVATION

DESCRIPTION: Structure excavation shall consist of the removal and satisfactory disposal of rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures, Portland cement concrete pavement or base of 2 cubic yard or more in volume, and all other material not included in the item "Unclassified Excavation".

METHOD OF MEASUREMENT: Material shall be measured per cubic yard of material removed. Before starting any excavation under this item, the contractor shall notify the Engineer so that elevations and measurements of the work may be obtained.

BASIS OF PAYMENT: Payment will be made at the contract unit price for "Structure Excavation" which price shall include all equipment, tools, and labor incidental to the completion of this item.

ARTICLE 3: REMOVAL OF EXISTING CONCRETE, BITUMINOUS OR SLATE SIDEWALKS AND APRONS

DESCRIPTION: Work under this item shall include the removal and satisfactory disposal of existing concrete, bituminous and slate sidewalks.

CONSTRUCTION METHOD: Care should be taken when removing flagstone sidewalks. All flagstone removed from existing walks shall be delivered to City Yard, 465 Washington Street, by the contractor.

METHOD OF MEASUREMENT: Sidewalks removed under this item shall be measured for payment per square foot of walk removed.

BASIS OF PAYMENT: Payment for removing sidewalks will be made at the contract unit price per square foot for "removing existing concrete, bituminous or slate sidewalks" which price shall include all equipment, tools, labor incidental to the removal of the material and the disposal thereof as directed by the Engineer.

ARTICLE 4: REMOVAL OF EXISTING CURB

DESCRIPTION: Work under this item shall include the removal and satisfactory disposal of existing curbing, the removal of which is necessary to the final completion of the work.

CONSTRUCTION METHOD: Existing curb shall be removed to the extent as ordered by the Engineer. Care should be taken so as to minimize the disturbed area. Granite curb removed will remain property of the City of Middletown and shall be delivered to City Yard, 465 Washington Street, by the contractor.

METHOD OF MEASUREMENT: Work under this item shall be measured for payment per linear foot of curbing removed.

BASIS OF PAYMENT: Payment for removing existing curbs will be made at the contract unit price per linear foot for "removal of existing curb" which price shall include all equipment, tools, and labor incidental to the removal of the material and the disposal thereof.

ARTICLE 5: 4" & 5" CONCRETE SIDEWALK

DESCRIPTION: This item shall consist of the construction of four (4") inch deep and five (5') inch deep concrete sidewalks on a bank run gravel base course as directed by the Engineer and in accordance with detail drawings included in these specifications.

MATERIALS: All concrete used for walks shall be certified for 3,500 lbs. test. The concrete shall contain not less than six (6) or more than seven (7) percent entrained air at the time the concrete is deposited in the forms. All materials for this work shall conform to the ASTM requirements of Article 15 (BOCA National Building Code, 1987) and requirements of Article M.03.01 and M.02.05 of Form 814, Standard Specifications for Roads, Bridges and Incidental Construction, State of Connecticut Department of Transportation.

Bank Run Gravel for this work shall conform to specification M.02.03-Granular Base, Rolled Bank Gravel Surface and Traffic Bound Gravel Surface for use in the base course of the roadway section, and M.02.01-Granular Fill for use in backfilling trenches within the paved area. These specifications are set forth in the State of Connecticut "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004".

Preformed Expansion Joint 1/2" Thick Premolded Bituminous Expansion Joint Material

Steel Dowels: #5 epoxy painted steel reinforcement bars, 18" long.

Dowel Sleeve: Speed Dowel 9" Sleeve PSD09/#5TX or equal.

CONSTRUCTION METHOD: Whenever concrete walks are to be built, the area shall be excavated to the minimum depth of twelve (12) inches below the finished walk grade. All additional soft or unsuitable material shall be removed and replaced with acceptable fill material, suitable for compaction. All excavation shall be made to allow for area of the walk itself and six (6) inches outside the edges of the walk.

The excavated area shall then be backfilled to a minimum depth of eight (8) inches of bank run gravel, or equal. The gravel shall then be thoroughly compacted to an even surface at least four (4) inches below the finished grade of the walk. Concrete is then placed within the remaining four inches (4") or five inches (5") to reach the finish elevation of the walk. The Engineer, or any of his agents, is authorized to make any tests of

materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

The width of all sidewalks must be minimum of four feet (4') or as directed by the Engineer, or his representative. The location of the sidewalk shall normally be one foot (1') outside the property line or one foot (1') inside the street line and may be changed under direction from the Engineer or his representative. Upon request, the Public Works Department shall furnish sidewalk grades and lines.

Premolded expansion joints, shall be placed a maximum of twenty feet (20') on the sidewalk run, on both sides of every driveway, along edges where meeting curbs, adjacent to buildings and along any non-yielding surface adjacent to the walk.

No concrete shall be poured when the air temperature is below forty (40) degrees Fahrenheit, unless suitable measures are taken for protection, and are approved by the Engineer. Additives may be used in the concrete, as specified in Conn. DOT, Form 814, Section M.03, when the temperature of the air is below forty (40) degrees Fahrenheit, only with approval of the Engineer. Under no circumstances shall concrete be placed on a frozen subgrade.

The contractor shall protect the concrete during construction from damage from any or all causes. Concrete shall be protected from the direct rays of the sun, and exposed surfaces shall be kept moist until opened for use. The sidewalk shall be protected a minimum of five (5) days. With each delivery of concrete, the contractor shall furnish a ticket indicating the proportionment of the batch and stamped by an approved time clock indicating the time the batch is placed in the truck mixer. This ticket shall be presented to the Engineer's agent upon demand before discharging of the concrete will be permitted.

The concrete shall be discharged within one and one-half (1 1/2) hours from the time the dry aggregates are loaded into the truck mixer; otherwise the concrete shall be disposed of by the contractor at his expense.

Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of concrete. If of wood, they shall be of two (2) inch surfaced plank except at sharp curves thinner material may be used. If of metal, they shall be of a section and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the walk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates, 1/8 inch thick, of the full depth and width of the walk, shall be spaced not more than twenty (20) feet apart or as directed. If the concrete is placed in alternate sections, these templates shall remain until the concrete has obtained its initial set, then the template can be removed and replaced with an approved expansion joint material. Forms should be broken whenever conditions exist where, at the opinion of the City, small sections of sidewalk would otherwise be poured separately. Forms must be set to provide a cross-slope of one quarter (1/4) inch per foot or as directed by the Engineer.

When the concrete has been placed in the forms, struck off to grade and allowed to set, set time not to exceed one (1) hour, the surface shall be floated with a wooden float. After floating, the surface shall be troweled with a steel trowel until a smooth, even surface is obtained and then it shall be broomed across with a fine bristle broom. Care should be taken so as not to bring excess sand or water to the surface. Dummy joints shall be formed every five (5) feet minimum with a jointing tool. The jointer shall be used to form a rounded edge not exceeding one half (1/2) inch radius at all surface edges. The sides of the sidewalk shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

METHOD OF MEASUREMENT: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per square foot for "4" Concrete Sidewalk" or "5" Concrete Sidewalk", complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, gravel base, equipment, tools, materials and labor incidental thereto.

ARTICLE 6: 5" CONCRETE HANDICAP RAMPS

DESCRIPTION: This item shall consist of the construction of five (5") inch deep concrete handicap ramps on a gravel base course as directed by the Engineer and in accordance with detail drawings included in these specifications.

MATERIALS: All concrete used for walks shall be certified for 3,500 lbs. test. The concrete shall contain not less than six (6) nor more than seven (7) percent entrained air at the time the concrete is deposited in the forms. All materials for this work shall conform to the ASTM requirements of Article 15 (BOCA National Building Code, 1987) and requirements of Article M.03.01 and M.02.05 of Form 814, Standard Specifications for Roads, Bridges and Incidental Construction, State of Connecticut Department of Transportation.

Bank Run Gravel for this work shall conform to specification M.02.03-Granular Base, Rolled Bank Gravel Surface and Traffic Bound Gravel Surface for use in the base course of the roadway section, and M.02.01-Granular Fill for use in backfilling trenches within the paved area. These specifications are set forth in the State of Connecticut "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004".

Preformed Expansion Joint 1/2" Thick Premolded Bituminous Expansion Joint Material

Steel Dowels: #5 epoxy painted steel reinforcement bars, 18" long.

CONSTRUCTION METHOD: Whenever concrete walks and ramps are to be built, the area shall be excavated to a minimum depth of thirteen (13) inches below the finished walk grade. All additional soft or unsuitable material shall be removed and replaced with acceptable fill material, suitable for compaction. All excavation shall be made to allow for area of the walk itself and six (6) inches outside the edges of the walk.

The excavated area shall then be backfilled to a minimum of eight (8) inches of bank run gravel, or equal. The gravel shall then be thoroughly compacted to an even surface at least five (5) inches below the finished grade of the walk. Concrete is then placed within the remaining five (5) inches to reach the finish elevation of the walk. The Engineer, or any of his agents, is authorized to make any tests of materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

The width of all sidewalks must be minimum of four (4) feet or as directed by the Engineer, or his representative. The location of the sidewalks shall normally be one (1) foot outside the property line or one (1) foot inside the street line and may be changed under direction from the Engineer or his representative. Upon request, the Public Works Department shall furnish sidewalk grades and lines.

Premolded expansion joints, shall be placed on both sides of every ramp adjacent to any sidewalk, driveway, adjacent to buildings (without dowels), and along any non-yielding surface adjacent to the walk (without dowels).

No concrete shall be poured when the air temperature is below forty (40) degrees Fahrenheit, unless suitable measures are taken for protection, and are approved by the Engineer. Additives may be used in the concrete, as specified in Conn. DOT, Form 814, Section M.03., when the temperature of the air is below forty (40) degrees Fahrenheit, only with the approval of the Engineer. Under no circumstances shall concrete be placed on a frozen subgrade.

The contractor shall protect the concrete during construction from damage from any or all causes. Concrete shall be protected from the direct rays of the sun, and exposed surfaces shall be kept moist until opened for use. The sidewalk shall be protected a minimum of five (5) days.

With each delivery of concrete, the contractor shall furnish a ticket indicating the proportionment of the batch and stamped by an approved time clock indicating the time the batch is placed in the truck mixer. This ticket shall be presented to the Engineer's agent upon demand before discharging of the concrete will be permitted. The concrete shall be discharged within one and one-half (1 1/2) hours from the time the dry aggregates are loaded into the truck mixer; otherwise the concrete shall be disposed of by the contractor at his expense.

Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of concrete. If of wood, they shall be of two (2") inch surfaced plank except at sharp curves thinner material may be used. If of metal, they shall be a section and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the walk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates, 1/8 inch thick, of the full depth and width of the walk, shall be spaced not more than twenty (20) feet apart or as directed. If the concrete is placed in alternate sections, these templates shall remain until the concrete has obtained its initial set, then the template can be removed and replaced with an approved expansion joint material. Forms should be broken whenever conditions exist where, at the opinion of the City, small sections of sidewalk would otherwise be poured separately. Forms must be set to provide a cross-slope of **one quarter (1/4) inch per foot or as directed by the Department of Public Works**. Maximum grade for the ramp portion is 1" per foot.

When the concrete has been placed in the forms, struck off to grade and allowed to set, set time not to exceed one (1) hour, the surface shall be floated with a wooden float. After floating, the surface shall be troweled with a steel trowel until a smooth, even surface is obtained and then it shall be broomed across with a fine bristle broom. Care should be taken so as not to bring excess sand or water to the surface. Dummy joints shall be formed every five (5) feet minimum with a jointing tool. The jointer shall be used to form a rounded edge not exceeding one half (1/2") inch radius at all surface edges. The sides of the sidewalk shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

DETECTABLE WARNING: All Handicap Ramps must comply with the ADA ACCESSIBILITY GUIDELINES, 28 CFR Part 36, Revised as of July 1, 1994, in part as follows:

A curb ramp shall have a detectable warning plate (DWP) complying with 4.29.2. Detectable warnings shall extend 24" minimum in the direction of travel and the full width of the curb ramp, landing, or blended transition. The DWP surface shall be located so that the edge nearest the curb line is 6" minimum and 8" maximum from the curb line. The curb line is defined as a line at the face of the curb that marks the transition between the sidewalk and the gutter or roadway.

DWPs shall consist of raised truncated domes with a diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5 mm) and a center-to-center spacing of nominal 2.35 in (60 mm) and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light. The material used to provide contrast shall be an integral part of the walking surface.

Cast-in-Place Installation

A. The physical characteristics of the concrete shall be as specified in the contract documents, while maintaining a slump range to permit the solid placement of the DWP in the wet cement.

B. The concrete shall be poured and finished level, true and smooth to the required dimensions, prior to the placement of the DWP.

C. Place the DWP 6-8 inches from the curb line. Align the DWP perpendicular to the direction of the crosswalk when possible. Working in a grid pattern, tamp the DWP into the wet concrete using a rubber mallet and a scrap piece of wood. Continue this process until all of the air has been released, and the tile surface is flush with the surrounding area.

IMPORTANT: You should always avoid striking the surface of the tile directly.

D. Following the placement, the DWP elevation should be checked to the adjacent surface with a straight edge. The DWP elevation should be consistent with the contract drawings and specifications. Any required adjustments must be made before the concrete begins to set.

E. When you are confident that the DWP is in place, and no further adjustments are needed, place a cinder block on both ends to hold the DWP in place while the concrete sets.

F. During and after the installation, as well as the concrete curing stage, no walking or external forces can be placed on the DWP. The area must be protected from pedestrian traffic until concrete is cured. The surface will be ready for pedestrian traffic within 1 –2 days.

G. Be sure to clean all debris from the face of the DWP before concrete can cure.

METHOD OF MEASUREMENT: This work will be measured by the actual number of square feet of completed and accepted concrete handicap ramps.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per square foot for " 5" Concrete Handicap Ramps", complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, detectable warning plates, gravel base, equipment, tools, materials and labor incidental thereto.

The City may decide to use cast iron detectable warning plates in place of the HDPE plates. In these instances, the City will provide the cast iron plates and the contractor will install them at no additional cost.

ARTICLE 7: CONCRETE SIDEWALK AND APRONS AT DRIVEWAYS

DESCRIPTION: This item shall consist of the construction of concrete sidewalk and aprons at driveways or any areas to be subjected to vehicular traffic, to be built in accordance to the detail drawings included in these specifications.

MATERIALS: All concrete used for walks shall be certified for 3,500 lbs. test. The concrete shall contain not less than six (6) nor more than seven (7) percent entrained air at the time the concrete is deposited in the forms. All materials for this work shall conform to the ASTM requirements of Article 15 (BOCA National Building Code, 1987) and requirements of Article M.03.01 and M.02.05 of Form 814, Standard Specifications for Roads, Bridges, and Incidental Construction, State of Connecticut Department of Transportation.

Processed Aggregate: The materials for this work shall conform to specification M.05.01-Processed Aggregate Base and Pavement, as set forth in the State of Connecticut "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004".

Steel Reinforcement: Unless noted otherwise, all reinforcement, where and when specified, shall be six inches X six inches (6" x 6") - W4.0 Welded Wire Fabric and conform to A.S.T.M. "Standard Specifications for Welded Wire Fabric for Concrete Reinforcement".

Preformed Expansion Joint 1/2" Thick Premolded Bituminous Expansion Joint Material

Steel Dowels: #5 epoxy painted steel reinforcement bars, 18" long.

CONSTRUCTION METHOD: The construction method for 4" & 5" Concrete Sidewalk", (Article 5), shall apply except that the minimum depths of excavation shall be fourteen (14) inches, the backfill material (1 1/4" processed stone) shall be a minimum to eight (8) inches in depth, and the concrete shall have a thickness of a minimum of six (6) inches. No driveway shall be constructed beyond the property line into the street without first obtaining permission from the Engineer. All driveways shall conform to the lines and grades established by the Engineer. Concrete shall be allowed to cure for a minimum of five (5) days before traffic can be accommodated. Sidewalk and apron sections are to be poured monolithically whenever possible. Premolded expansion joints shall be placed on both sides of every apron adjacent to any sidewalk. The Engineer, or any of his agents, is authorized to make any tests of materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

METHOD OF MEASUREMENT: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk and aprons at driveways.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per square foot for "Concrete Sidewalk and Aprons at Driveways", complete and in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, gravel base, equipment, tools, materials, and labor incidental thereto.

ARTICLE 8: CONCRETE STEPS

DESCRIPTION: This item shall consist of the construction of concrete steps to the lines and grades by the Engineer in accordance with detail drawings included in these specifications.

METHODS: All concrete used for walks shall be certified for 3,500 lbs. test. The concrete shall contain not less than six (6) nor more than seven (7) percent entrained air at the time the concrete is deposited in the forms. All materials for this work shall conform to the ASTM requirements of Article 15 (BOCA National Building Code, 1987) and requirements of Article M.03.01 and M.02.05 of Form 814, Standard Specifications for Roads, Bridges and Incidental Construction, State of Connecticut Department of Transportation.

Unless noted otherwise, all reinforcements, where and when specified, shall be six inch X six inch (6" x 6") -

W4.0 Welded Wire Fabric, and conform to A.S.T.M. "Standard Specifications for Welded Wire Fabric for Concrete Reinforcement".

CONSTRUCTION METHOD: Whenever concrete steps are to be built, the area shall be excavated to a minimum depth of twenty (20) inches below the finished step grade. All additional soft or unsuitable material shall be removed and replaced with acceptable fill material, suitable for compaction. All excavation shall be made to allow for area of the step itself and six (6) inches outside the edges of the step.

The excavated area shall then be backfilled with a minimum of eight (8") inches of bank run gravel, or equal. The gravel shall then be tamped or rolled to an even surface at least twelve (12") inches below the finished grade of the step.

Concrete is then placed within the remaining twelve (12") inches to reach the finish elevation of the step. The width of the steps shall be as directed by the Engineer. The Engineer or any of his agents, is authorized to make any tests of materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

No concrete shall be poured when the air temperature is below forty (40) degrees Fahrenheit, unless suitable measures are taken for protection, and are approved by the Engineer. Additives may be used in the concrete, as specified in Conn. DOT, Form 814, Section M.03., when the temperature of the air is below forty (40) degrees Fahrenheit, only with the approval of the Engineer. Under no circumstances shall concrete be placed on a frozen subgrade.

The contractor shall protect the concrete during construction from damage from any or all causes. Concrete shall be protected from the direct rays of the sun, and exposed surfaces shall be kept moist until opened for use. The steps shall be protected a minimum of two (2) days.

With each delivery of concrete, the contractor shall furnish a ticket indicating the proportionment of the batch and stamped by any approved time clock indicating the time the batch is placed in the truck mixer. This ticket shall be presented to the Engineer's agent upon demand before discharging of the concrete will be permitted.

The concrete shall be discharged within one and one-half (1 1/2) hours from the time the dry aggregates are loaded into the truck mixer; otherwise the concrete shall be disposed of by the contractor at his expense.

Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of concrete. If of wood, they shall be of two (2) inch surfaced plank except at sharp curves thinner material may be used. If of metal, they shall be of a section and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the walk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates, 1/8 inch thick, of the full depth and width of the walk, shall be spaced not more than twenty (20) feet apart or as directed. If the concrete is placed in alternate sections, these templates shall remain until the concrete has obtained its initial set, then the template can be removed and replaced with an approved expansion joint material.

When the concrete has been placed in the forms, struck off to grade and allowed to set, set time not to exceed one (1) hour, the surface shall be floated with a wooden float. After floating, the surface shall be troweled with a steel trowel until a smooth, even surface is obtained and then it shall be broomed across with a fine bristle broom. Care should be taken so as not to bring excess sand or water to the surface.

Premolded expansion joints, of a cork asphalt material or other types acceptable to and approved by the Engineer shall be placed along edges where meeting curbs and sidewalks, adjacent to buildings and along any non-yielding surface adjacent to the steps.

The sides of the steps shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the step. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

METHOD OF MEASUREMENT: This work will be measured by the actual number of horizontal square feet of completed and accepted concrete steps.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per square foot for "Concrete Steps", complete in place, which price shall include all excavation as specified above, backfill, materials and labor incidental thereto.

ARTICLE 9: RESET SLATE WALKS

DESCRIPTION: This work shall consist of the removing and resetting or adjusting of existing slate sidewalks to the lines and grades as specified by the engineer.

CONSTRUCTION METHOD: Slate walks to be reset shall be removed with care to avoid damage. Slate removed and not reset shall be delivered to Washington Street City yard by the contractor and shall remain property of the City. Wherever slate walks are to be reset, the area shall be excavated to a minimum depth of nine (9") inches below finished walk grade. All additional soft or unsuitable material shall be removed and replaced with acceptable fill material, suitable for compaction. The excavated area shall then be backfilled with sand or fine gravel material, as approved by the Engineer, tamped or rolled to an even surface so that slate, when placed, shall be level and even with adjoining slate walk.

METHOD OF MEASUREMENT: This item will be measured for payment by the actual number of square feet of slate walk reset and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit prices per square foot for "Reset Slate Walks", complete in place, which price shall include all materials, equipment, tools and labor incidental thereto and all excavation, backfilling and disposal of material.

ARTICLE 10: RESET STONE CURBING

DESCRIPTION: This work shall consist of the removing and resetting or adjusting of existing stone curbing to the lines and grades set by the City of Middletown, and conforming to stone curb detail include herein.

MATERIALS: All existing curbing, as removed, shall be used in the resetting operation. The reset stone curbing shall be placed in a mortar base, conforming to the concrete mixture as specified within the Standard State Highway Specifications, Form 814. Any filling below the mortar base shall be made with an approved bank-run gravel and compacted before placement of the mortar base.

METHOD OF MEASUREMENT: This work will be measured for payment by the actual number of linear feet of reset curbing.

BASIS OF PAYMENT: This work will be paid for at the contract unit price for "Reset Stone Curbing", complete in place, which price shall include all materials, equipment, tools and labor incidental thereto and all excavation, backfilling and disposal of surplus material.

ARTICLE 11: CONCRETE CURBING

DESCRIPTION: This item shall consist of the construction of concrete curbing, including excavation, backfilling and saw-cutting the pavement, to the lines and grades in accordance with detailed drawings included herein or as ordered by the Engineer and in conformity with these specifications.

MATERIALS:

A. CONCRETE: All concrete used for curbs shall be certified for 5,000 lbs. test. The concrete shall contain not less than five (5) nor more than seven (7) percent entrained air at the time the concrete is deposited in the forms. All materials for this work shall conform to the requirements of Article M.03.01 of Form 814, Standard Specifications for Roads, Bridges and Incidental Construction State of Connecticut Department of Transportation (Form 814).

Precast concrete curbing shall have a minimum twenty-eight (28) day compressive strength of 4,000 psi and shall contain five (5) to seven (7) percent entrained air unless otherwise approved by the Engineer. The material for precast concrete curbing shall conform to the requirements of Article M.03.01 of Form 814.

B. PROCESSED AGGREGATE: All materials for this work shall conform to the requirements of Article M.05.01 of Form 814.

CONSTRUCTION METHOD:

A. EXCAVATION: Wherever concrete curbs are to be constructed, the area shall be excavated to a minimum depth of twenty-four (24") inches below finished grade of the curb. All unsuitable material shall be removed and a minimum of four (4") inches of process aggregate shall be placed to form a subgrade base for the placement of concrete. All excavation shall be made to allow for placement of forms.

B. CONCRETE: The bottom of the curb shall have a minimum thickness of nine (9") inches and top shall not be less than six (6") inches thick. All exposed faces shall be troweled smooth with corners rounded. Construction joints shall be cut to ten (10) foot intervals and expansion joints shall be constructed every twenty (20) feet on center. Unless ordered otherwise by the Engineer, all curb shall project six (6") inches above the gutter grade.

No concrete shall be poured when the air temperature is below forty (40) degrees Fahrenheit, unless suitable measures are taken for protection, and are approved by the Engineer. Additives may be used in the concrete, as specified in Conn. DOT, Form 814, Section M.03, when the temperature of the air is below forty (40) degrees Fahrenheit, only with the approval of the Engineer. Under no circumstances shall concrete be placed on a frozen subgrade.

With each delivery of concrete, the contractor shall furnish a ticket indicating the proportionment of the batch and stamped by an approved time clock indicating the time the batch is placed in the truck mixer. This ticket shall be presented to Public Works upon demand before discharging of the concrete is permitted. The Engineer, or his agents, is authorized to make any tests of materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

The concrete shall be discharged within one and one-half (1 1/2) hours from the time the dry aggregates are loaded into the truck mixer; otherwise the concrete shall be disposed of by the contractor at his expense.

The concrete shall be protected from loss of moisture for a period of one (1) week, or as otherwise specified by the Public Works Department, by using curing materials as set forth in Section M.03.01 of Form 814, "Standard Specifications for Roads, Bridges, and Incidental Construction", State of Connecticut, Department of Transportation. Precast concrete curbing may be used if the resulting product conforms with the plans except for the length of each curb unit. Precast concrete curbing units may be constructed in six (6) foot or longer lengths for straight sections.

C. CURING AND PROTECTION: Concrete curbing except precast curbing, shall be cured and protected in conformity with the requirements of Article 4.01.03 for concrete pavement. Precast curbing shall not be shipped to the project until the twenty-eight (28) day compressive strength is acquired. Precast curbing that has been damaged shall be removed from the project at the contractor's expense.

D. REMOVAL OF FORMS: Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edges of the pavement.

E. FINISHING: The entire surface shall be thoroughly wet with a brush and rubbed with a No. 16 carborundum stone or an abrasive of equal quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all form marks and projections, producing a smooth, dense surface and allowed to reset. After the concrete has set for seven (7) days or such period as the Engineer may direct, the surface shall be rubbed again, with a carborundum stone, until a uniform even color is obtained. No mortar shall be used during this second rubbing. Curing, as specified elsewhere, shall be completed in all cases.

F. BACKFILLING: After the concrete has set sufficiently, backfilling behind the curb shall be done with material acceptable to the Engineer. Disturbed area within the roadway shall be backfilled with processed aggregate to the finished roadway elevation and compacted.

The Engineer, or any of his agents, is authorized to make any tests of materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

METHOD OF MEASUREMENT: This work will be measured by the actual number of linear feet of concrete curbing constructed and accepted.

BASIS OF PAYMENT: Payment for this work will be made at the contract unit price per linear foot for "Concrete Curbing", complete in place, which price shall include all material, equipment, tools and labor incidental thereto, and all excavation, backfilling and disposal of surplus material.

ARTICLE 12: AREA RESTORATION

DESCRIPTION: Work under this item shall consist of furnishing, placing and shaping topsoil; furnishing and placing fertilizer, seed, and mulch in area directed by the Engineer.

MATERIALS: The materials for this work shall conform to the requirements of section M.13 of Form 814, Standard Specifications for Roads, Bridges, and Incidental Construction, State of Connecticut Department of Transportation, with the exception of the following:

In section M.13.04, Seed Mixture, Change the Seed Mixture as follows:

TYPE	PROPORTION BY WEIGHT (%)	MINIMUM GERMINATION (%)
RED FESCUE	35	85
KENTUCKY BLUEGRASS	35	80
KENTUCKY 31 TALL FESCUE	20	85
RED TOP	10	80

SCREENED TOP SOIL: The topsoil to be furnished by the Contractor shall be loose and friable and free from refuse, stumps, roots, brush, weeds, rocks and stones over $\frac{3}{4}$ inches in diameter. The topsoil shall also be free from any material that will prevent the formation of a suitable seed bed or prevent seed germination and plant growth.

CONSTRUCTION METHOD: Four (4") inches of topsoil shall be spread and shaped to the lines and grades as directed by the Engineer. The four (4") inches of topsoil that is to be placed is that required after settlement of the material has taken place. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed. Construction methods for fertilizing, seeding, and mulching shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of square feet of area on which placing of topsoil, fertilizer, seed, and mulch were actually covered and work accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per square foot for "Area Restoration" which price shall include all materials, equipment, tools, labor and work incidental thereto.

ARTICLE 13: SAW CUT CONCRETE

DESCRIPTION: This item shall consist of the saw cutting of concrete sidewalks, driveways, or roadways in accordance to these specifications.

CONSTRUCTION METHOD: Saw cut shall be made at the location chosen by the Engineer and shall follow as straight a line as possible. Cut shall be vertical and to the full depth of the material being cut.

METHOD OF MEASUREMENT: This work will be measured by the actual number of linear feet of completed saw cut.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per linear foot for "Saw Cut Concrete", complete, which price shall include all equipment, tools, materials, and labor incidental thereto.

ARTICLE 14: SAW CUT BITUMINOUS CONCRETE

DESCRIPTION: This item shall consist of the saw cutting of bituminous concrete sidewalks, driveways, or roadways in accordance to these specifications.

CONSTRUCTION METHOD: Saw cut shall be made at the location chosen by the Engineer and shall follow as straight a line as possible. Cut shall be vertical and to the full depth of the material being cut.

METHOD OF MEASUREMENT: This work will be measured by the actual number of linear feet of completed saw cut.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per linear foot for "Saw Cut Bituminous", complete, which price shall include all equipment, tools, materials, and labor incidental thereto.

ARTICLE 15: DRAINS & UNDERDRAINS

DESCRIPTION: Drains and underdrains shall consist of the installation of pipe pervious to water, laid in a trench refilled with pervious material.

MATERIALS: Pipe for drains and underdrains shall be supplied by the City at no cost to the contractor. The aggregates specified for filling the trench shall meet the requirements of Article M.08.03 of Form 814. All pipe shall be four (4") to eight (8") inches in diameter.

CONSTRUCTION METHOD: The trench for the drains and underdrains shall be excavated to allow for at least three (3") inches of backfill material to be placed all around the pipe.

METHOD OF MEASUREMENT: This work shall be measured for payment by the actual number of linear feet of drains and underdrain completed, accepted and measured in place. Trench excavation shall not be measured for payment.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per linear foot for "Drains and Underdrains", complete, which price shall include excavation, installation of pipe, backfill material, all equipment, tools, materials, and labor incidental thereto.

ARTICLE 16: STUMP REMOVAL

DESCRIPTION: This work shall consist of the removal and disposal of stumps in accordance with these specifications or as directed by the Engineer. Stumps of trees of less than six (6") inches shall be removed under the item "Unclassified Excavation".

CONSTRUCTION METHOD: Stumps shall be removed or ground to a depth of eighteen (18") inches below finished surface of the sidewalk or eight (8") below the grassed surface. The contractor shall dispose of the stumps in a satisfactory manner. Stumps will not be accepted at the City Landfill.

METHOD OF MEASUREMENT: Stumps removed shall be measured for payment as a unit. A unit will consist of one (1) stump each of the size specified below.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price each for "Stump Removal", of the size specified, complete, which price shall include all equipment, tools, materials, and labor incidental thereto.

PAY ITEM	PAY UNIT
6" - 12" STUMP	EACH
12" - 24" STUMP	EACH
OVER 24" STUMP	EACH

ARTICLE 17: CONCRETE TREE WELL

DESCRIPTION: This item shall consist of the construction of a concrete tree well, including excavation, backfill, disposal of surplus material, processed stone base, to the lines and grades in accordance with detailed drawings included herein or as ordered by the Engineer and in conformity with these specifications.

MATERIALS:

- A. CONCRETE:** All concrete used for this item shall be certified for 5,000 lbs. Test. The concrete shall contain not less than five (5) or more than seven (7) percent entrained air at the time the concrete is deposited in the forms. All materials for this work shall conform to the requirements of Article M.03.01 of the Standard Specifications for Roads, Bridges and Incidental Construction State of Connecticut Department of Transportation (Form 814).
- B. PROCESSED STONE:** All materials for this work shall conform to the requirements of Article M.05.01 of Form 814.

CONSTRUCTION METHOD:

- A. EXCAVATION:** Wherever concrete tree wells are to be constructed, the area shall be excavated to a minimum depth of twenty-four (24") inches below finished grade of the tree well. All unsuitable material shall be removed and a minimum of four (4") inches of processed aggregate shall be placed to form a subgrade base for the placement of concrete. All excavations shall be made to allow for placement of forms.
- B. CUTTING TREE ROOTS:** All exposed tree roots shall be cleanly cut.
- C. CONCRETE:** Concrete shall be as ARTICLE 11: CONCRETE CURBING
- D. CURING AND PROTECTION:** Curing and Protection shall be as ARTICLE 11: CONCRETE CURBING
- E. REMOVAL OF FORMS:** Removal of Forms shall be as ARTICLE 11: CONCRETE CURBING
- F. FINISHING:** Finishing shall be as ARTICLE 11: CONCRETE CURBING
- G. BACKFILLING:** After the concrete has set sufficiently, backfilling inside the tree well shall be done with screened topsoil. Topsoil shall be paid separately as ARTICLE 12: AREA RESTORATION. Any repair or

replacement of sidewalk will be paid separately as either ARTICLE 5: 4" CONCRETE SIDEWALK, ARTICLE 6: 5" CONCRETE SIDEWALK AND SIDEWALK RAMPS, or ARTICLE 7: CONCRETE SIDEWALK AND APRONS AT DRIVEWAYS. The Engineer, or any of his agents, is authorized to make any tests of materials, or instruct the contractor to furnish tests of materials at his expense, as he may deem necessary.

Backfilling Concrete shall be as ARTICLE 11: CONCRETE CURBING

METHOD OF MEASUREMENT: This item will be measured for payment by the actual number of lineal feet of tree well constructed and accepted.

BASIS OF PAYMENT: Payment for the construction of concrete tree wells will be made at the contract unit price for "Concrete Tree Wells", complete in place, which price shall include all excavation, backfill, disposal of surplus material, processed stone base, equipment, tools, labor and materials incidental thereto.

ARTICLE 18: STAMPED & STENCILED CONCRETE

DESCRIPTION: This item shall consist of the stamping or stenciling of concrete sidewalk as ordered by the Engineer and in conformity with these specifications.

MATERIALS:

- A. **COLOR HARDENER:** Color hardener for brick pattern shall be Symons Corporation, Design Crete manufactured brick red or approved equal. The color hardener for cobblestone shall be Symons Corporation, Design Crete manufactured charcoal or approved equal.
- B. **COLOR RELEASE:** Color release for cobblestone pattern shall be Symons Corporation, Design Crete manufactured charcoal or approved equal.
- C. **STENCIL & STAMP:** Where stenciled concrete will resemble brick, the stencil pattern shall be a running brick pattern equal to Symons Corporation, Design Crete Running Bond Brick. Where stamped concrete will resemble cobblestone, the stamp pattern shall be a European Fan pattern equal to Symons Corporation, Design Crete European Fan (48" radius). Other patterns may be required in order to match existing stamp or stenciled concrete that is adjacent to work site.
- D. **SEALER:** Two courses of sealer shall be applied after concrete is set and dry. Sealer shall be Symons Corporation, Acrylic Decorative sealer – UV Resistant or approved equal, and applied as per manufacturer's recommendations.
- E. **CONCRETE:** All concrete used for Stamped or Stenciled Concrete shall be certified 4,000 lbs. Test. The concrete shall contain not less than three (3) or more than four (4) percent entrained air at the time the concrete is deposited in the forms. The mixture shall be a low slump mixture with a maximum slump of four (4) inches.

CONSTRUCTION METHOD: Forms need to be set square to keep patterns aligned. After concrete is placed the surface is bull floated and then edged. Stencil borders are then placed and adhered to the surface. The field pattern is aligned and then placed.

Dry shake color hardener is cast over the slab to the color manufactures specifications. Normally two applications are necessary to achieve color. Using the recommended amount of color is very important to achieve surface abrasion, wear resistance, and the true color (follow color manufacturer's instructions). Float

color into the slab with a bull float and then close up the concrete with a trowel. Release agent is cast over the surface according to the manufacturer's specifications as soon as concrete is finished.

Once the concrete has lost its ability to adhere to the back of the stencil it will be ready for removal. The concrete will chip off the stencil when lifted. Within 24 hours expansion joints are cut to City of Middletown standards. Rinse slab first to remove the majority of chips and excess release. Once concrete has been cleaned to desired color and allowed to dry completely, two coats of sealer are applied.

METHOD OF MEASUREMENT: Method of measurement for Stamped or Stenciled Concrete shall be the number of actual square feet of stamped or stenciled concrete completed and accepted.

BASIS OF PAYMENT: Basis of Payment for Stamped Concrete shall be per square foot, complete in place, which price includes color hardener, color release, stamp, and sealer.

Basis of Payment for Stenciled Concrete shall be per square foot, complete in place, which price includes color hardener, stencil, and sealer.

Concrete for Stamped and Stenciled Concrete will be paid out of a different item.

**GENERAL SPECIFICATIONS
EXTRUDED CONCRETE CURBING**

This portion of the contract is for the installation of extruded (Portland cement) concrete curbing for the City of Middletown in accordance with the materials and methods specified herein. No definite locations have been established or can be guaranteed.

The Contractor agrees to furnish all labor, materials, equipment, tools, complete set up and removal of maintenance and protection of traffic if specified, including flaggers, signs and barricades to perform the work covering the Installation and Removal of Extruded Concrete Curbing (Complete in Place) Per Linear Foot.

The Contractor furnishing the service has complete responsibility for the equipment and labor being used and will furnish all fuel, maintenance and repair for that equipment.

Curbing will be formed by equipment specifically manufactured for the installation of extruded concrete curbing, and the minimum height of the curb is to be 6 inches for regular curb, 4 inches for Cape Cod curbing. Prior to placing the curbing, an adhesive specifically manufactured for bonding concrete to asphalt and/or concrete will be applied.

**SPECIAL PROVISIONS
EXTRUDED CONCRETE CURBING**

TRANSPORTATION: Cost of transporting equipment to and from the area in which it is used will be the Contractor's responsibility. No transportation charges, setup or breakdown fees or charges will be allowed.

WORK HOURS: In accordance with the normal work schedule in use by the City of Middletown, quotations are requested for rates based on a seven and one half (7 ½) hour normal workday, 7:30 a.m. to 12:00 NOON; 12:30 p.m. to 3:30 p.m., regardless of how many hours are considered to be a normal day of any Contractor submitting a bid.

TRAFFIC CONTROL: When Contractor-furnished traffic control is used, the Contractor will supply and be responsible for all labor, equipment, signs, sign supports, cones, and any other necessary materials. Traffic control will be performed in accordance with "Manual on Uniform Traffic Control Devices", Part VI, Construction and Maintenance. When ordered, Contractor-furnished traffic control will be paid at the additional rate (per linear foot) to be added to the base unit bid price.

When required, the City of Middletown will coordinate the hiring and payment of Middletown Police utilized for Traffic Control. The Contractor remains responsible for providing and the installation and removal of all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary.

The number of officers or traffic personnel needed on a project will be determined at the pre-construction meeting by City personnel.

CONTACTING A CONTRACTOR: A period of two (2) consecutive days or forty-eight (48) hours, Saturday and Sunday excluded, will be the time limit for attempting to contact a low-bid Contractor prior to contacting the next applicable successive Contractor. The availability of a Contractor to start work when requested, normally within five (5) working days, will be considered when selecting the “lowest available qualified Contractor”.

EQUIPMENT INSPECTION: Equipment must be in good operating condition and be available for inspection by a City representative. If the Contractor’s equipment is unavailable for inspection or determined to be unable to perform the specified work, the City will contact the next lowest Contractor.

No payments will be made by the City of Middletown to the Contractor for any incomplete work, by default or breach of the contract. The City reserves the right to assess the Contractor for all work that must be completed, reassigned, or corrected by others.

No payment will be made when work cannot be performed due to extenuating circumstances or adverse weather conditions, as determined by the City, and the Contractor has been given adequate notification of the work cancellation.

FORM 816: Reference is made in these proposal documents to Form 816, which is the State of Connecticut, Department of Transportation’s “Standard Specifications for Roads, Bridges and Incidental Construction”. Work is to be in accordance with Form 816 including all supplements and other applicable standards. Copies of these Standard Specifications, Form 816 may be purchased from the Connecticut Department of Transportation, Manager of Contracts, P.O. Box 317546, 2800 Berlin Turnpike, Newington, CT. 06131-7546.

SAFETY: All proper safety items will be used by all Contractor personnel at the job site participating under this contract.

ENVIRONMENTAL COMPLIANCE: Contractors will be required to be in compliance with the environmental regulations promulgated by the Connecticut Department of Environmental Protection (DEP) at all times. During any period that a Contractor is found to be in noncompliance, no new purchase orders will be issued. The Contractor will comply with Form 816, Article 1.10.03.

EXPIRATION OF CONTRACT/CONTINUANCE OF WORK UNTIL COMPLETION: In the event the contract period expires and the awarded Contractor has not completed projects that are underway, the Contractor is expected to complete these projects with the following conditions:

1. Prices bid under the original contract are to remain in effect until all work is completed.
2. All other contractual obligations and conditions will remain the same, including insurance requirements and prevailing wage scales, if applicable.

TECHNICAL PROVISIONS EXTRUDED CONCRETE CURBING

MATERIAL/CONSTRUCTION METHODS: The materials used in the concrete for machine-extruded concrete curb will meet the following requirements:

The concrete shall be designed to include approximately 75% State approved concrete sand and 25% 3/5" rock. The concrete shall contain a minimum of 620 pounds of cement (6.5 sacks) per cubic yard, yielding concrete that will exceed 4,000 PSI in 28 days. The concrete shall be produced according to ASTM C94 Ready Mixed Concrete or ASTM C685 Concrete produced by volumetric continuous mixing. The concrete shall contain a minimum of one pound of fiber reinforcement per cubic yard. The extruded curb shall be bonded to the existing pavement by using approved concrete to asphalt adhesive or a two-component epoxy; manufacturer's instructions must be followed. The control joint shall be installed at nine-foot intervals and more often on radii, so as to minimize shrinkage cracking. Freshly extruded curb will be lightly touched up with a steel hand trowel. The finished curb will be coated with a curing compound, which has been designed to seal the surface and form a water proofing membrane. A sample and the manufacturer's specifications shall be submitted for approval. Concrete mixture shall be submitted to Public Works Engineering for approval

Anchor extruded concrete curbs to existing pavement or base by using an adhesive. The adhesive will be Sika Latex, Laricrete 40, Concreative Paste LPL or other approved equal. The surface of the pavement or base will be prepared in accordance with the manufacturer's recommendations.

Liquid membrane curing compounds shall meet the requirements of AASHTO M148 except that when tested in the water retention test described in AASHTO T155, the curing compound shall restrict the loss of water present in the test specimen at the time of application of the compound to not more than 0.03 grams per square centimeter of surface.

The curing compound shall be Type 1, clear or translucent, to which a fugitive dye has been added. Curing compounds containing wax shall not be used.

Curing compound shall be delivered in the manufacturer's original clean, sealed containers. Each container shall be legibly marked with the name of the manufacturer, the name of the compound, the type of compound, the manufacturer's batch number, the date of manufacture, and the manufacturer's recommended shelf life. Curing compound which has been in storage for more than one year from the date of manufacture or more than the manufacturer's recommended shelf life, whichever is less, shall not be used.

GENERAL CONDITIONS

Article 1. Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the City of Middletown, its officers, agents servants and employees from against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damages, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (b) is caused in whole or in part by any alleged act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Article 2. Contractor's Claims for Damage: If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the owner or any of his agents, he shall, within one week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, file with the Engineer an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 3. Conditions Under Which the Owner May Complete: If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the owner, or if the contract or any claim thereunder shall be assigned by the contractor otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the owner, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this contract, the owner may notify the contractor to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the contractor, and may take possession of and use, or cause to be used, in the completions of the work, and of such materials, machinery, implements, and tools of every description as may be found upon the line of said work.

If the Engineer shall certify as aforesaid as to the rate of progress, the owner may, instead of notifying the contractor to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the Engineer, be necessary to insure the completion of the work or such part thereof within the time specified herein, and charge the expense thereof to the contractor. Neither the notice from the owner to the contractor to increase his force nor the employment of additional force by the owner, shall be held to prevent a subsequent notice of the owner to him to discontinue work under the provisions of the preceding portion of the Article.

Article 4. Payments: The contractor shall each month submit, in writing, a statement of the amount of work performed during that period to the Department of Finance for payment. At the option of the City payments may be made more frequently. All prior payments are subject to corrections, and adjustments made for such corrections may be done within the current payment period.

Article 5. Last Payment to Terminate Liability to the Owner: Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the Contractor of any payment shall release the City or its agents from any and all claims and liabilities of the contractor for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 6. The Contract Sum: The contract sum specified in the contract documents under the applicable items includes all state and local sales use, occupations, cross receipts and other similar taxes and license fees, all of which are to be paid by the contractor. Said contract sum also includes, and the contractor shall pay, the contributions measured by wages of this employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The contractor further shall indemnify and hold harmless the City its officers, agents servants and employees on account of any contributions measured by the wages as aforesaid of employees of the contractor and his subcontractor assessed against the city under authority of said Act and Public Laws of the State.

Article 7. Presidential Executive Order 11246: This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated, by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Article 8. Changes in the work: No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 9. Connecticut General Statutes Section 31-286a, as amended: All bidders are required to conform to the requirements of Connecticut General Statutes Section 31-286a, as amended, concerning Workers Compensation Insurance for Contractors on Public Works projects.

Article 10. Subcontract: The selected bidder **shall not subcontract** this contract in whole or part without prior written authorization from the City of Middletown.

SPECIAL CONDITIONS

1. **WORK ORDER:** Contractor shall proceed with work within ten (10) days of receiving a written work order. No work shall be started without a work order. Several work orders will be issued throughout the year, each

pertaining to one (1) or more specific locations. Each work order shall designate a Time frame to complete the work and the contractor shall complete the work within that Time frame unless an extension is given in writing by the Sidewalk Conformance Inspector for justifiable reasons. All work under this contract shall be warranted by the contractor for a period of one (1) year from the date of completion as set forth in each work order or any extension thereof. Any work found to be defective during the warranty period shall be corrected by the contractor to the satisfaction of the City at no additional cost to the City.

2. CONSTRUCTION STAKING: Construction staking will be provided upon request by the Public Works Department.

3. MATERIALS: All materials used and work performed under this contract, "**Bid #2013-036 Installation of Concrete Sidewalks and Extruded Concrete Curbing at Various Locations**", shall conform to applicable section of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 814, 1988.

4. ACCESS TO PROPERTY: It shall be the contractor's responsibility to notify each resident as to when vehicular access to their property will be interrupted and provide them with sufficient time to make adjustments. Driveways shall not be made inaccessible for more than seven (7) continuous days.

5. DISPOSAL OF EXCAVATED MATERIAL: All stumps, rubbish, and surplus materials resulting from the work and other debris or objectionable material in the area shall be removed and disposed of by the contractor, at his expense, in an approved manner and the site left in a condition satisfactory to the City. Material will not be accepted at Middletown Landfill Site.

6. MAINTENANCE AND PROTECTION OF TRAFFIC: Unless other provisions are made on the plans or in the special provisions of the contract, the contractor shall keep the roadway under construction open to traffic for the full length of the project and shall provide a sufficient number of travel lanes and pedestrian passways to move the traffic ordinarily using the roadway. The travel lanes and pedestrian passways shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interruption to traffic. Suitable ingress and egress shall be provided at all times where required, for all intersecting roads and for all abutting properties having legal access. It is the contractor's responsibility to notify the Middletown Police Department when traffic will be interrupted. If flagmen or trafficmen are required, it shall be the contractor's responsibility to give sufficient notice to the Public Works Department to allow arrangements to be made.

7. PROTECTION OF TREES: To avoid over compaction of the ground around the roots and damage to the tree trunk, no vehicle will be allowed to pass within the drip line and no materials shall be stockpiled within the drip line of any tree. If it is necessary for equipment to enter the drip line of a tree for the purpose of constructing sidewalks or curbs, care must be taken to stay as far away from trees as possible, and to limit movements in this area as much as possible.

Any excavation within the drip line of a tree will be done carefully so as to expose tree roots to be cut. Exposed tree roots shall be cut with a sharp pair of lopping shears or a power cut-off saw. Backfill adjacent to the severed roots will be topsoil, and topsoil shall be placed as soon as practical.

**BID #2013-036
INSTALLATION OF CONCRETE SIDEWALKS
AND EXTRUDED CONCRETE CURBING
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN**

BID PROPOSAL PAGE

Issue Date: 1/28/2014 Reply Date: **Thursday, February 20, 2014 at 11:00 AM**

To: Purchasing Agent
City of Middletown
Room 112, Municipal Building
245 deKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, Technical Specifications and related documents and propose and agree to contract with the City of Middletown, in the form of an agreement at the unit costs detailed herein for a contract term of **twenty four (24) months** commencing on or after **March 1, 2014 and terminating on February 29, 2016.**

Note: All bidders shall be required to Bid on each item. Prices shall be written in both words and figures. **All bids shall be submitted typed or printed in ink.**

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

Checklist of items to be submitted:

- _____ Proposal Pages #40-44
- _____ Non-Collusive Bid Statement Page #45
- _____ Bid Bond
- _____ Certificate of Surety
- _____ State of CT Conformance Form
- _____ State of CT Contractors Wage Certification (Labor Rates Packet)
- _____ Local Bidder Affidavit (if applicable)

CATEGORY I. SIDEWALK PROJECTS UNDER \$100,000.00					
#	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	50	C.Y.	UNCLASSIFIED EXCAVATION	\$ _____	\$ _____
2	10	C.Y.	STRUCTURE EXCAVATION	\$ _____	\$ _____
3	8,000	S.F.	REMOVE EXISTING CONCRETE, BITUMINOUS OR SLATE WALK & APRONS	\$ _____	\$ _____
4	1,000	L.F.	REMOVE EXISTING CURB	\$ _____	\$ _____
5	6,000	S.F.	4" CONCRETE SIDEWALK	\$ _____	\$ _____
6	5,000	S.F.	5" CONCRETE SIDEWALK	\$ _____	\$ _____
7	8,000	S.F.	5" CONCRETE HANDICAP RAMPS	\$ _____	\$ _____
8	4,000	S.F.	CONCRETE SIDEWALKS AND APRONS AT DRIVEWAYS	\$ _____	\$ _____
9	50	S.F.	CONCRETE STEPS	\$ _____	\$ _____
10	50	L.F.	RESET SLATE WALKS	\$ _____	\$ _____
11	100	L.F.	RESET STONE CURBING	\$ _____	\$ _____
12	1,500	L.F.	CONCRETE CURBING	\$ _____	\$ _____
13	4,000	S.F.	AREA RESTORATION	\$ _____	\$ _____
14	1000	L.F.	SAW CUT CONCRETE	\$ _____	\$ _____
15	1000	L.F.	SAW CUT BITUMINOUS	\$ _____	\$ _____
16	20	L.F.	DRAINS AND UNDER DRAINS	\$ _____	\$ _____
17	2	EA.	STUMP REMOVAL (6-12")	\$ _____	\$ _____
18	2	EA.	STUMP REMOVAL (12"-24")	\$ _____	\$ _____
19	2	EA.	STUMP REMOVAL (OVER 24")	\$ _____	\$ _____
20	400	L.F.	CONCRETE TREE WELL	\$ _____	\$ _____
21	500	S.F.	STAMPED CONCRETE	\$ _____	\$ _____
22	6,000	S.F.	STENCILED CONCRETE	\$ _____	\$ _____

TOTAL BID ITEMS #1-22 INCLUSIVE BASED UPON THE ENGINEER'S ESTIMATE:

(\$ _____)

Written figures

**CATEGORY II. SIDEWALK PROJECTS OVER \$100,000.00
SUBJECT TO PREVAILING WAGES**

#	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
23	50	C.Y.	UNCLASSIFIED EXCAVATION	\$ _____	\$ _____
24	10	C.Y.	STRUCTURE EXCAVATION	\$ _____	\$ _____
25	10,000	S.F.	REMOVE EXISTING CONCRETE, BITUMINOUS OR SLATE WALK & APRONS	\$ _____	\$ _____
26	1,000	L.F.	REMOVE EXISTING CURB	\$ _____	\$ _____
27	10,000	S.F.	4" CONCRETE SIDEWALK	\$ _____	\$ _____
28	10,000	S.F.	5" CONCRETE SIDEWALK	\$ _____	\$ _____
29	12,000	S.F.	5" CONCRETE HANDICAP RAMPS	\$ _____	\$ _____
30	5,000	S.F.	CONCRETE SIDEWALKS AND APRONS AT DRIVEWAYS	\$ _____	\$ _____
31	50	S.F.	CONCRETE STEPS	\$ _____	\$ _____
32	50	L.F.	RESET SLATE WALKS	\$ _____	\$ _____
33	100	L.F.	RESET STONE CURBING	\$ _____	\$ _____
34	2,500	L.F.	CONCRETE CURBING	\$ _____	\$ _____
35	5,000	S.F.	AREA RESTORATION	\$ _____	\$ _____
36	1,500	L.F.	SAW CUT CONCRETE	\$ _____	\$ _____
37	1,500	L.F.	SAW CUT BITUMINOUS	\$ _____	\$ _____
38	20	L.F.	DRAINS AND UNDER DRAINS	\$ _____	\$ _____
39	2	EA.	STUMP REMOVAL (6-12")	\$ _____	\$ _____
40	2	EA.	STUMP REMOVAL (12"-24")	\$ _____	\$ _____
41	2	EA.	STUMP REMOVAL (OVER 24")	\$ _____	\$ _____
42	500	L.F.	CONCRETE TREE WELL	\$ _____	\$ _____
43	1,000	S.F.	STAMPED CONCRETE	\$ _____	\$ _____

44	10,000	S.F.	STENCILED CONCRETE	\$ _____	\$ _____
TOTAL BID ITEMS #23-44 INCLUSIVE BASED UPON THE ENGINEER'S ESTIMATE: <div style="text-align: right;">(\$ _____)</div> Written figures					
BID SUMMARY: The bidder shall, at his own expense, in strict conformity to the Contract Documents, install the concrete sidewalks as specified and the City will pay the bidder, who hereby agrees to receive and accept as and for his full compensation for fully completing the work required in full payment all sums due in accordance with the Contract Documents, the sum of: TOTAL BID ITEMS #1-44 INCLUSIVE BASED UPON THE ENGINEER'S ESTIMATE: <div style="text-align: right;">(\$ _____)</div> Written figures					

CATEGORY III. INSTALLATION OF EXTRUDED CONCRETE CURBING					
Installation of Extruded (Portland Cement) Concrete Curbing (Complete in Place)					
#	RANGE	UNIT	PRICE PER UNIT	QTY	EXTENSION
45	1-250	LINEAL FOOT	\$ _____	200	\$ _____
46	251-1,000	LINEAL FOOT	\$ _____	500	\$ _____
47	OVER 1,000	LINEAL FOOT	\$ _____	20,000	\$ _____
Installation of Extruded (Portland Cement) Concrete Cape Cod Curbing (Complete in Place)					
48	1-250	LINEAL FOOT	\$ _____	100	\$ _____
49	OVER 250	LINEAL FOOT	\$ _____	300	\$ _____
Traffic Control					
50	1-250	LINEAL FOOT	\$ _____	200	\$ _____
51	251-1,000	LINEAL FOOT	\$ _____	500	\$ _____
52	OVER 1,000	LINEAL FOOT	\$ _____	20,000	\$ _____
TOTAL BID ITEMS #45-52 INCLUSIVE BASED UPON THE ENGINEER'S ESTIMATE: <div style="text-align: right;">(\$ _____)</div> Written figures					

I, the vendor, acknowledge receipt of the following addendum, if applicable:

☐ No. 1 Date: _____

☐ No. 2 Date: _____

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year. or

YES NO

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date:

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address: (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

_____ **Individual / Sole Proprietor**

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 45).

CITY OF MIDDLETOWN CONNECTICUT
NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

(_____)_____
Telephone Number

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____

as Principal, and _____

as Surety are held and firmly bound unto the City of Middletown hereinafter called the

"Owner", in the penal sum of \$ _____ Dollars (\$ _____) lawful money

of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying

Bid, Dated _____ for **BID # 2013-036 -- INSTALLATION OF CONCRETE SIDEWALKS AND**

EXTRUDED CONCRETE CURBING - PUBLIC WORKS DEPARTMENT

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under

their several seals this _____ day of _____, 20____, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing

by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest:

By_____
Corporate Principal

Business Address

By_____
Affix Corporate Seal

Attest:

Corporate Surety

Business Address

By_____
Affix Corporate Seal

Countersigned by_____

*Attorney-in-fact, State of_____

***Power-of-Attorney for person signing for Surety Company must be attached to bond.**

CERTIFICATE OF SURETY

The undersigned _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to _____ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **BID #2013-036 INSTALLATION OF CONCRETE SIDEWALKS AND EXTRUDED CONCRETE CURBING -PUBLIC WORKS DEPARTMENT** if bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

_____	SURETY COMPANY OF DULY AUTHORIZED AGENT
_____	_____

Its _____, Duly Authorized

**CITY OF MIDDLETOWN, CONNECTICUT
CONNECTICUT GENERAL STATUTES, SECTION 31-286A, AS AMENDED
CONFORMANCE FORM**

I, _____ Officer, Owner, Authorized Representative
of _____
Company Name

_____ do hereby certify that the
_____ and all of its subcontractors
Company Name

conform to all requirements of the State of Connecticut Public Act 86-87 "An Act Concerning
Worker's Compensation Insurance Requirements for Contractors on Public Works Projects
and State Licenses".

Signed

Subscribed and sworn to before me this _____ day of _____, 20__.

Public Notary
My Commission Expires:

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown,

Connecticut, as Obligee, hereinafter called "City" in the amount of:

_____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for **Bid #2013-036 INSTALLATION OF CONCRETE SIDEWALKS AND EXTRUDED CONCRETE CONCRETE CURBING - Public Works Department** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Signed and sealed this ____ day of _____, 20__.

In the presence of:

_____(SEAL)
Principal

By _____

_____(SEAL)

By _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

_____ (Contractor)

as Principal, and _____, as Surety, are held

and firmly bound unto the City of Middletown, Connecticut, hereinafter called the "City", in the

final sum of _____ Dollars (\$_____) lawful monies of the

United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated _____, 20__, for the Contract **Bid #2013-036 INSTALLATION OF CONCRETE SIDEWALKS AND EXTRUDED CONCRETE CURBING - Public Works Department.**

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of twelve (12) months from the date of final Payment and issuance of a Certificate of Completion, without additional cost to the City. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the City.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this _____ day of _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In the presence of:

_____(Seal)
(Individual Principal)

(Business Address)

_____(Seal)
(Partnership)

(Business Address)

Attest:

By:_____
(Corporate Principal)

Business Address)

By:_____(Seal)

Attest:

(Corporate Surety)

Countersigned by:

_____(Seal)

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

EXHIBIT A - INSURANCE REQUIREMENTS

New Bid #2013-036 Installation of Concrete Sidewalks & Extruded Concrete Curbing

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices

Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

If applicable, the **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

December 11, 2013
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

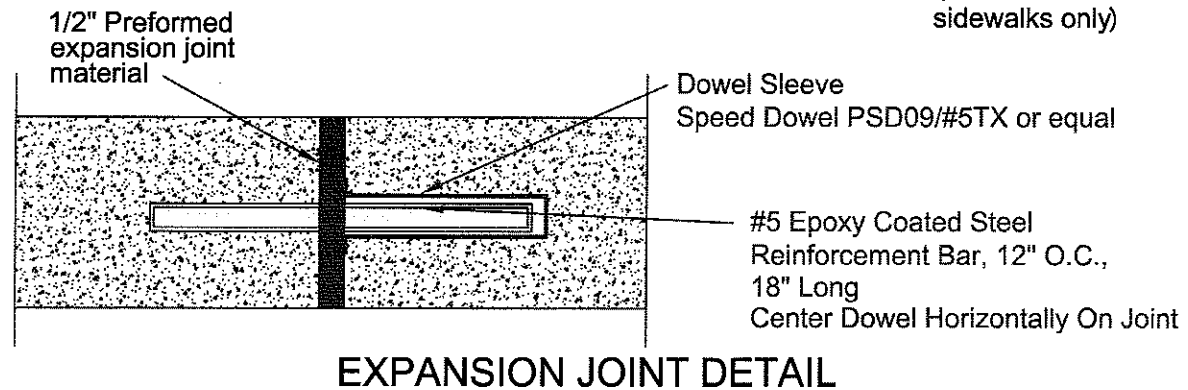
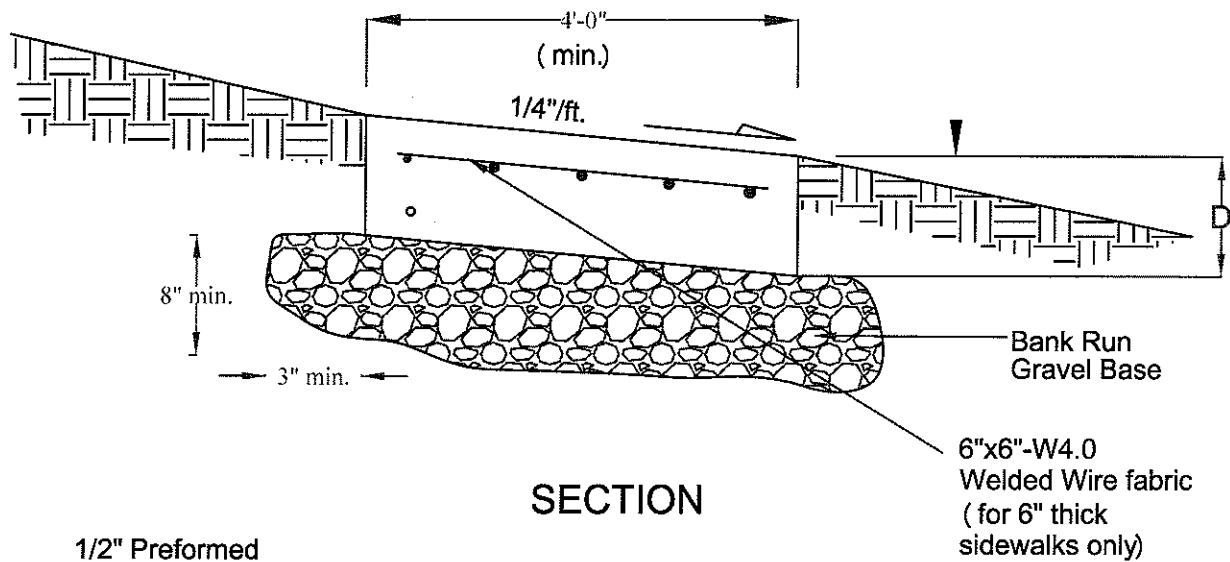
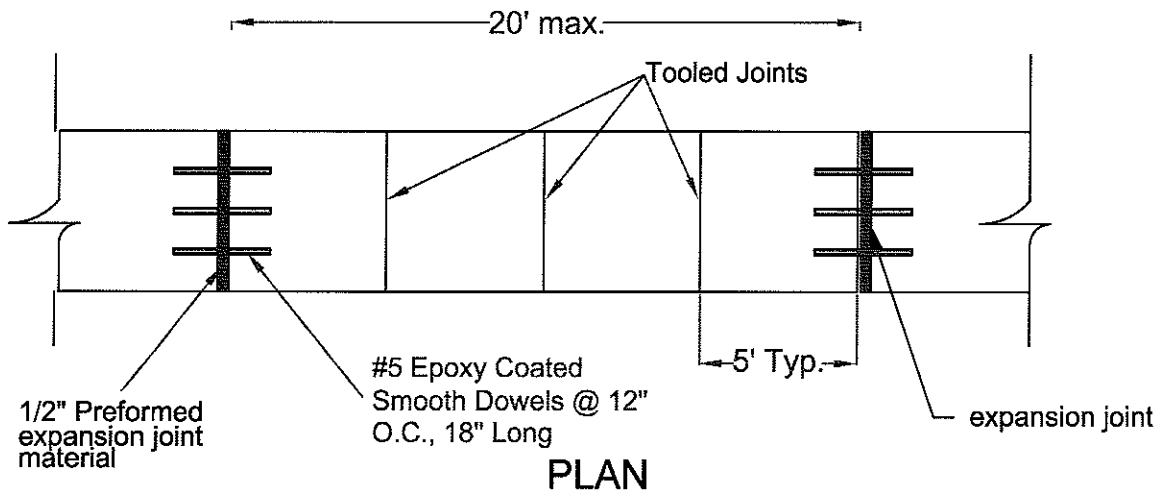
Official Bid Documents Enclosed:

**Bid #2013-036 Installation of Concrete Sidewalks and Extruded Concrete
Curbing – Public Works Department**

Return Date: Thursday, February 20, 2014 at 11:00 AM

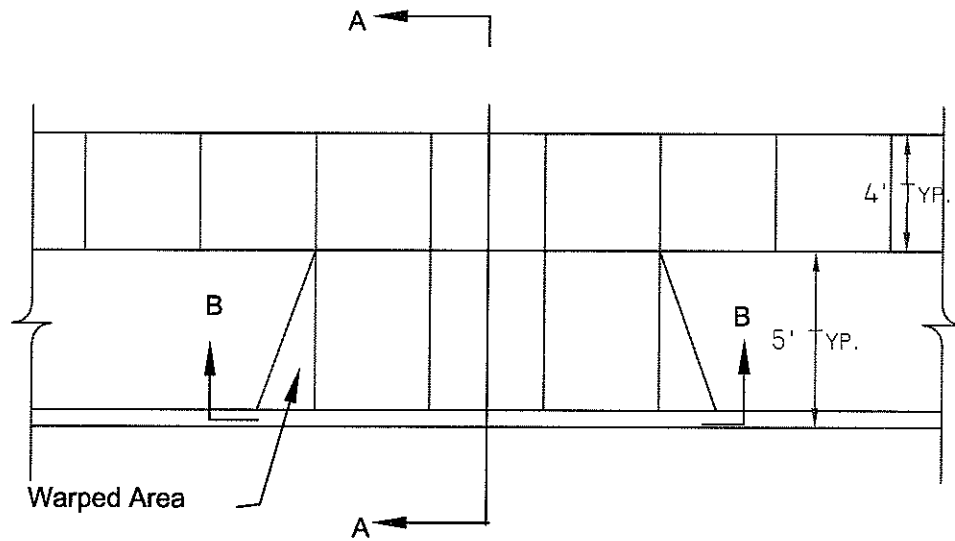
**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**



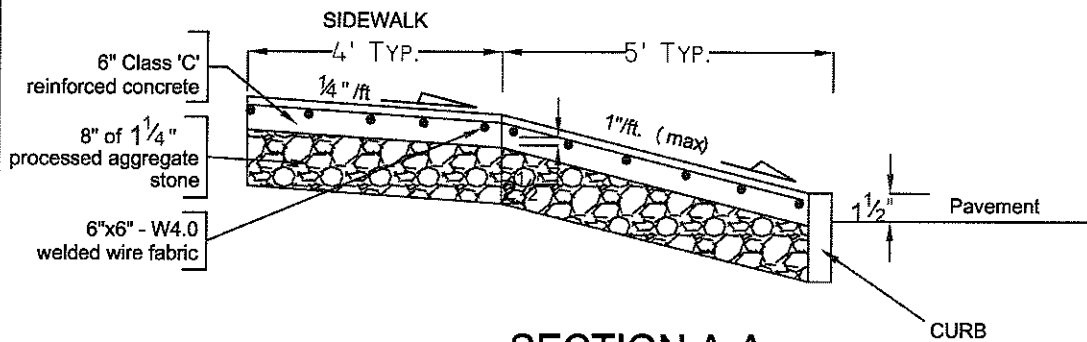


- NOTES:** Concrete shall be class 'C' and a minimum 3,500 psi.
- Depth of sidewalk varies from 4" to 6" and is to be determined by PWD.
- All materials to be approved by the Public Works Department.
- Where expansion joint meets existing concrete, the existing concrete will be drilled, (3/4" D) to a depth of 9.5" and sleeve will not be required.

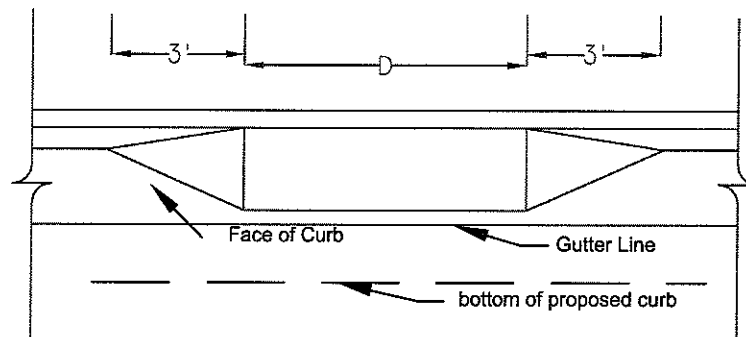
City of Middletown, CT.	
Public Works Engineering Division	
SHOWING	
CONCRETE SIDEWALK	
DATE: Dec. 2013	SCALE: NTS



PLAN



SECTION A-A



SECTION B-B

NOTES:

Concrete shall be class 'C' and a minimum 3,500 psi.

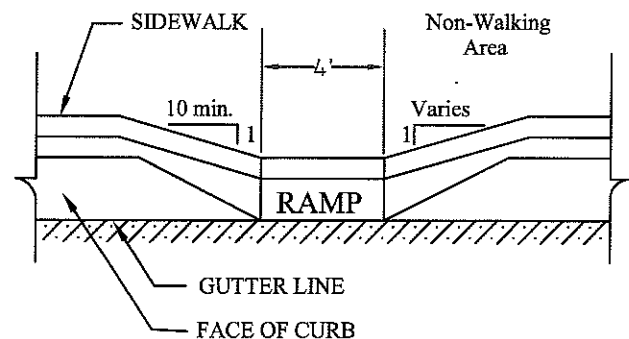
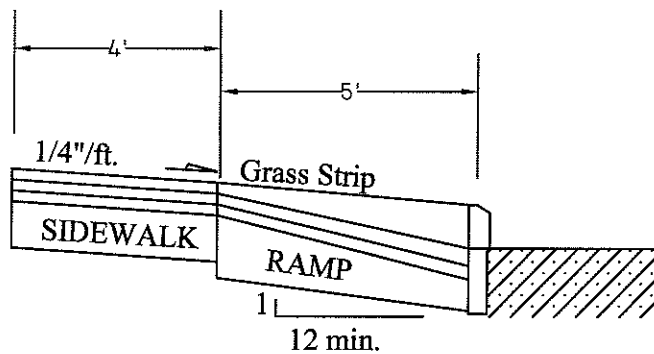
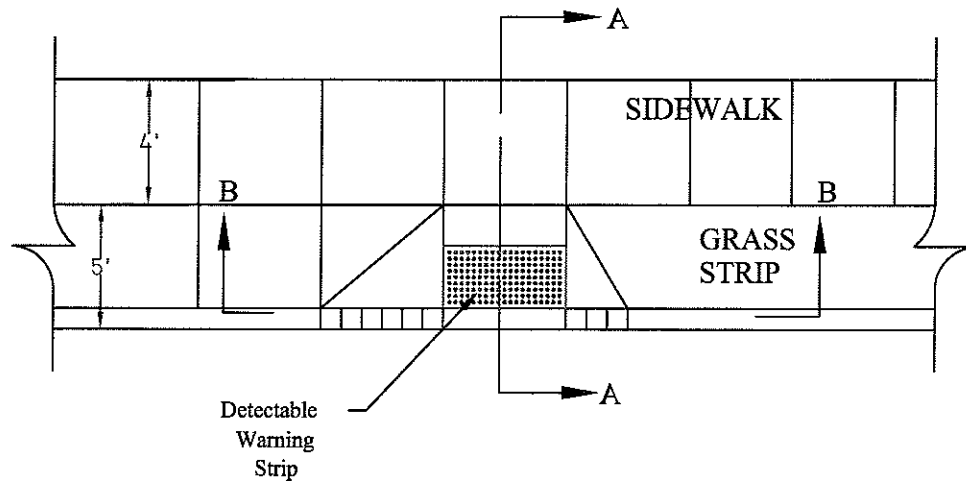
"D" varies from 15' to 25' except for one or two family dwellings, where the minimum width is 9'.

City of Middletown, CT.
Public Works Engineering Division
SHOWING

Concrete Driveway Apron

DATE: Dec. 2013

SCALE: NTS



NOTES:

Concrete shall be class 'C' and a minimum 3,500 psi.

Base material to be as shown in "Concrete Sidewalk" detail.

Depth of Concrete shall be 5" and base material depth to be as shown in "Concrete Sidewalk" detail.

All ramps shall be constructed with detectable warnings, in compliance with current ADA Guidelines.

Detectable Warnings shall consist of raised truncated domes with a diameter of nominal 0.9 in.

(23mm), a height of nominal 0.2 in. (5mm) and a center-to-center spacing of nominal 2.35 in.

(60mm) and shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light.

The material used to provide contrast shall be an integral part of the walking surface.

City of Middletown, CT.
Public Works Engineering Division

SHOWING

Handicap Ramps

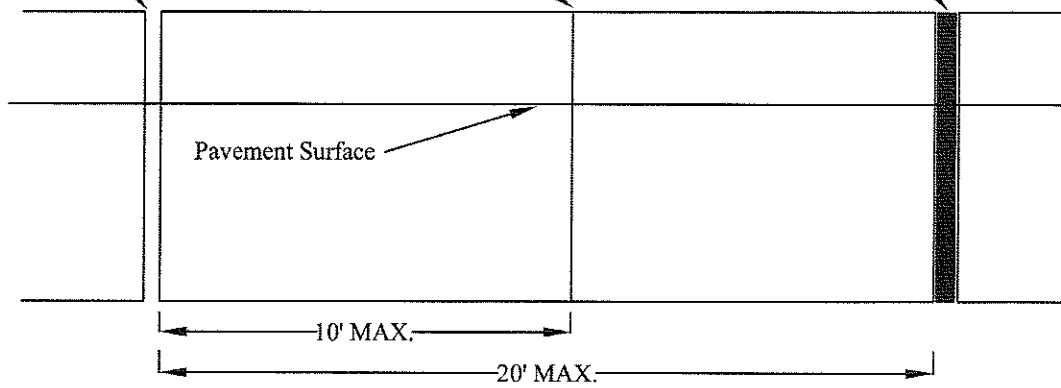
DATE: Jan. 2012

SCALE: NTS

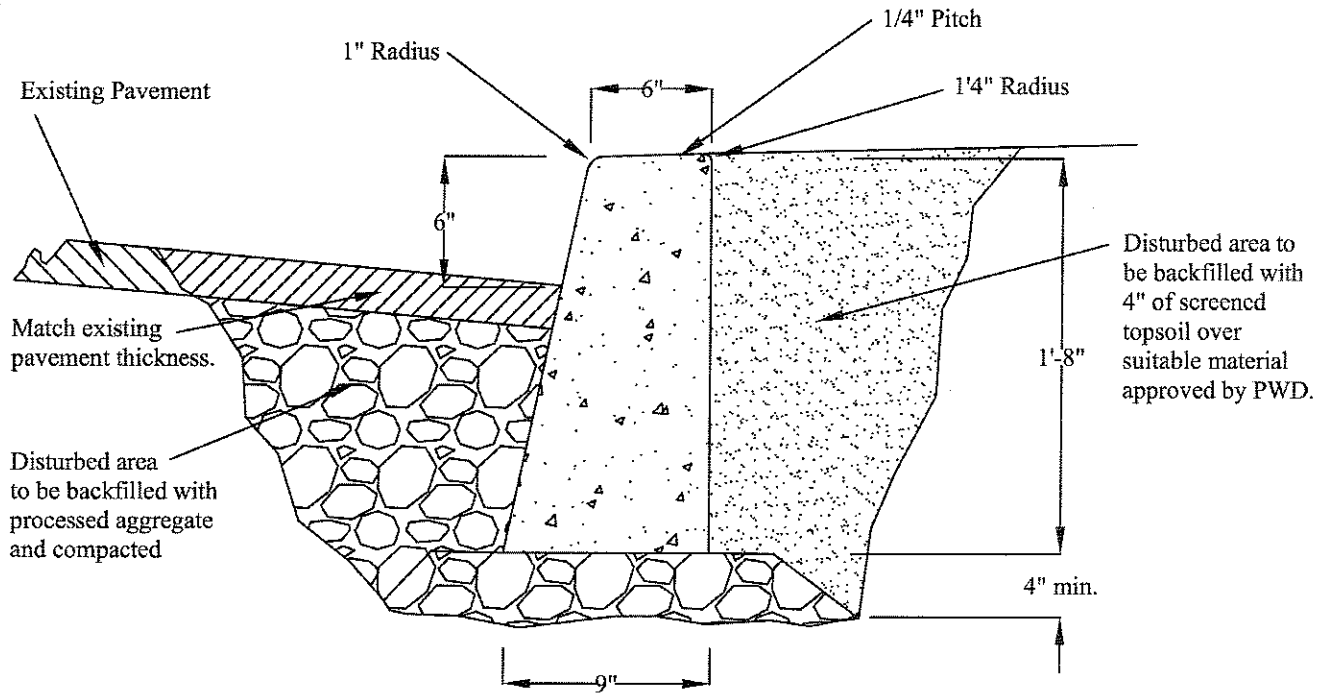
EXPANSION JOINT
(Every 20')

CONSTRUCTION JOINT
(Every 10')

APPROVED EXPANSION JOINT MATERIAL
(TYP.)



ELEVATION



SECTION

NOTES:

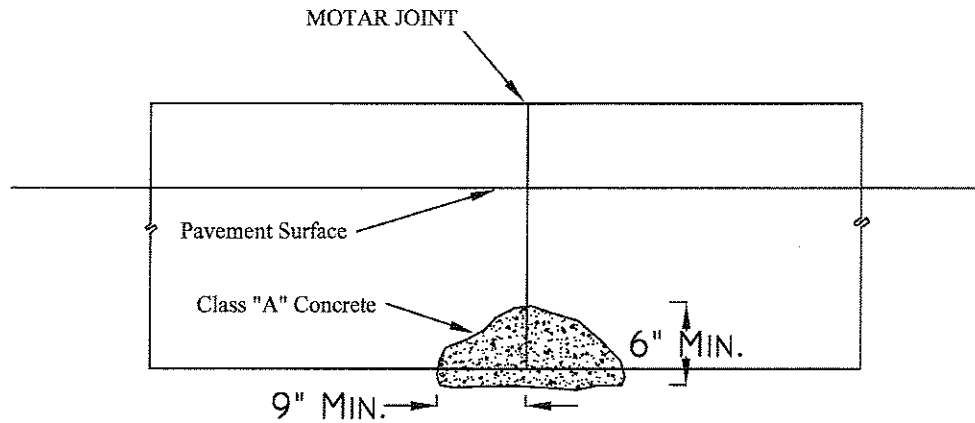
Concrete shall be class 'C'
and a minimum 3,500 psi.

City of Middletown, CT.
Public Works Engineering Division
SHOWING

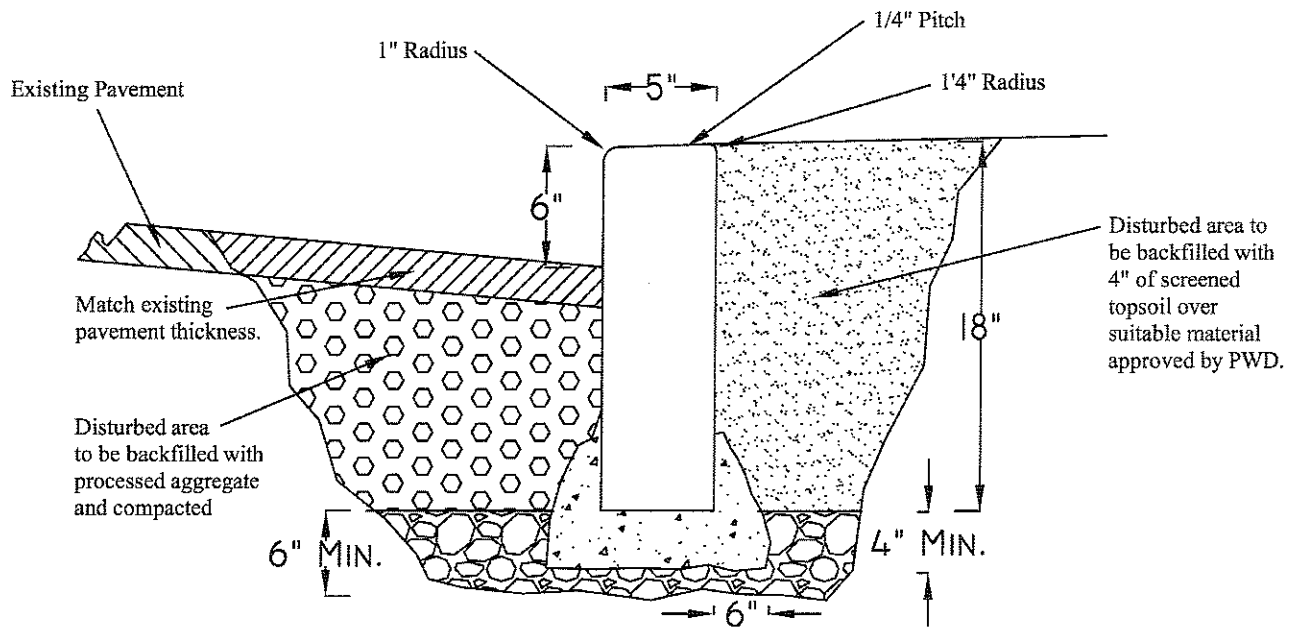
CONCRETE CURB

DATE: Jan. 2012

SCALE: NTS



ELEVATION



NOTES:

Pavement shall be saw cut one foot beyond excavation limits for permanent repair.
Expansion joints shall be placed every 50'.

SECTION

City of Middletown, CT.
Public Works Engineering Division

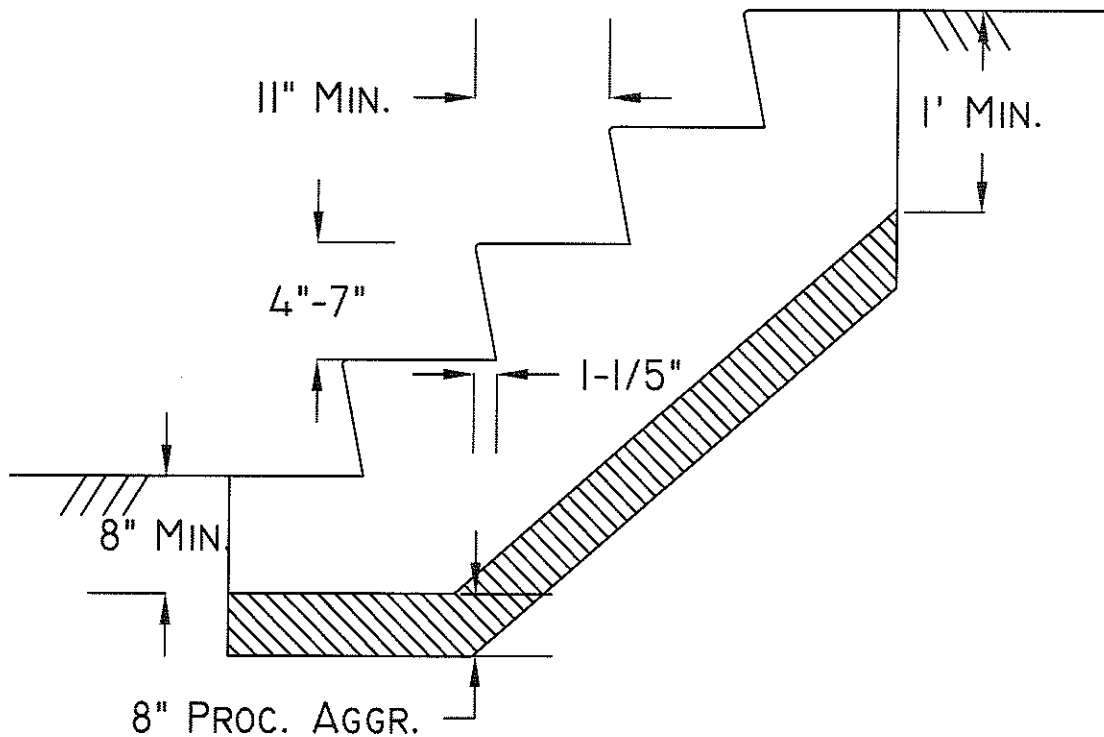
SHOWING

GRANITE CURBING

DATE: Jan. 2012

SCALE: NTS

All treads to be pitched 1/4" toward nosing.
All nosings to have a radius of 1/2".



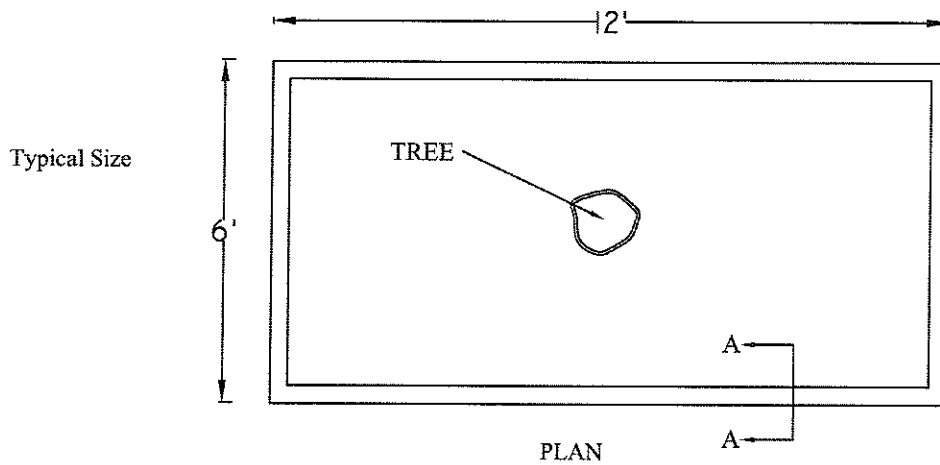
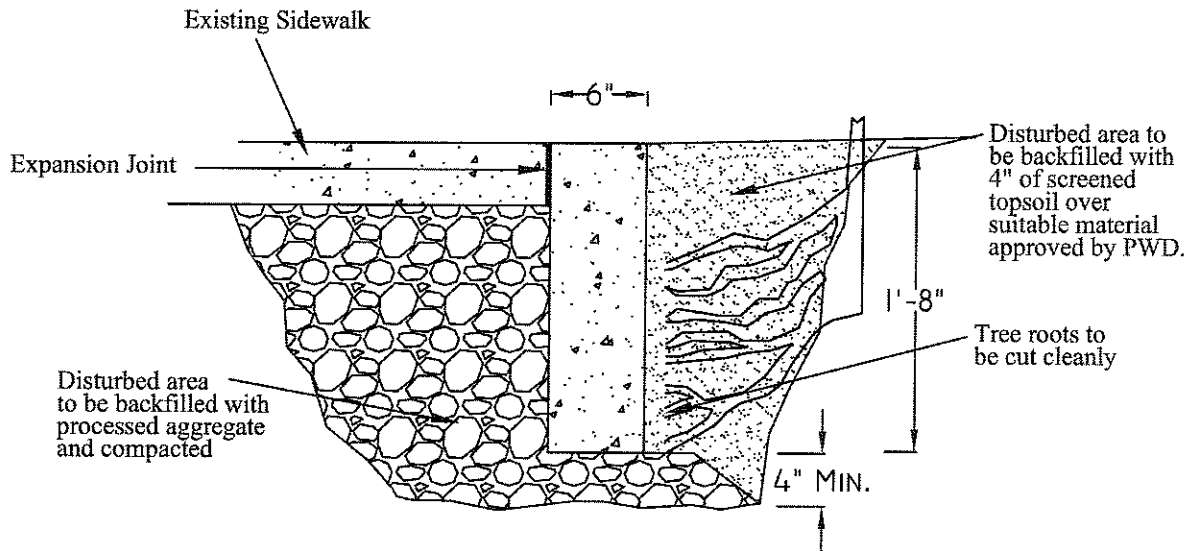
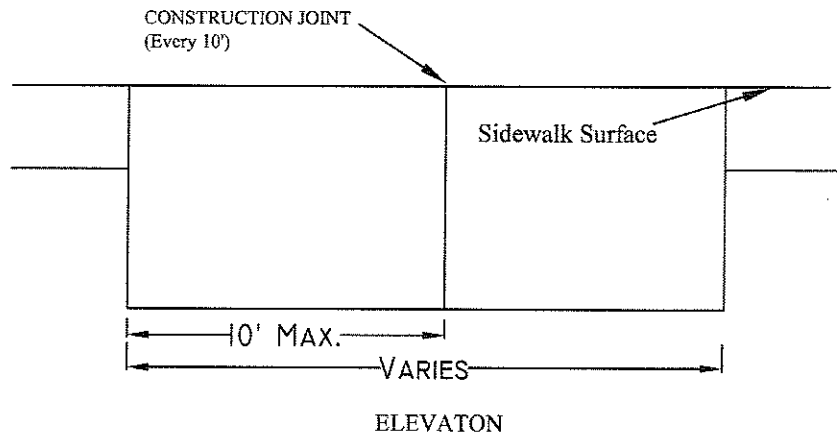
All riser heights are to be uniform and within a tolerance of 3/16".
Tolerance for the entire set of steps is 3/8"
Width of steps to be 36" for single family dwellings and
44" for all other structures.

Steps shall be constructed as per the following
codes and specifications:

ANSI - A117.1, 1986, sect. 4.9.
BOCA 816 & 819
NFPA 101-5-2.2.2.1

Concrete shall be certified for
3,500 psi and shall not contain
less than 6% nor more than 7%
entrained air. All materials for
this work shall conform to the
ASTM requirements.

<p><i>City of Middletown, CT.</i> Public Works Engineering Division</p>	
<p>SHOWING</p>	
<p>CONCRETE STEPS</p>	
<p>DATE: Jan. 2012</p>	<p>SCALE: NTS</p>



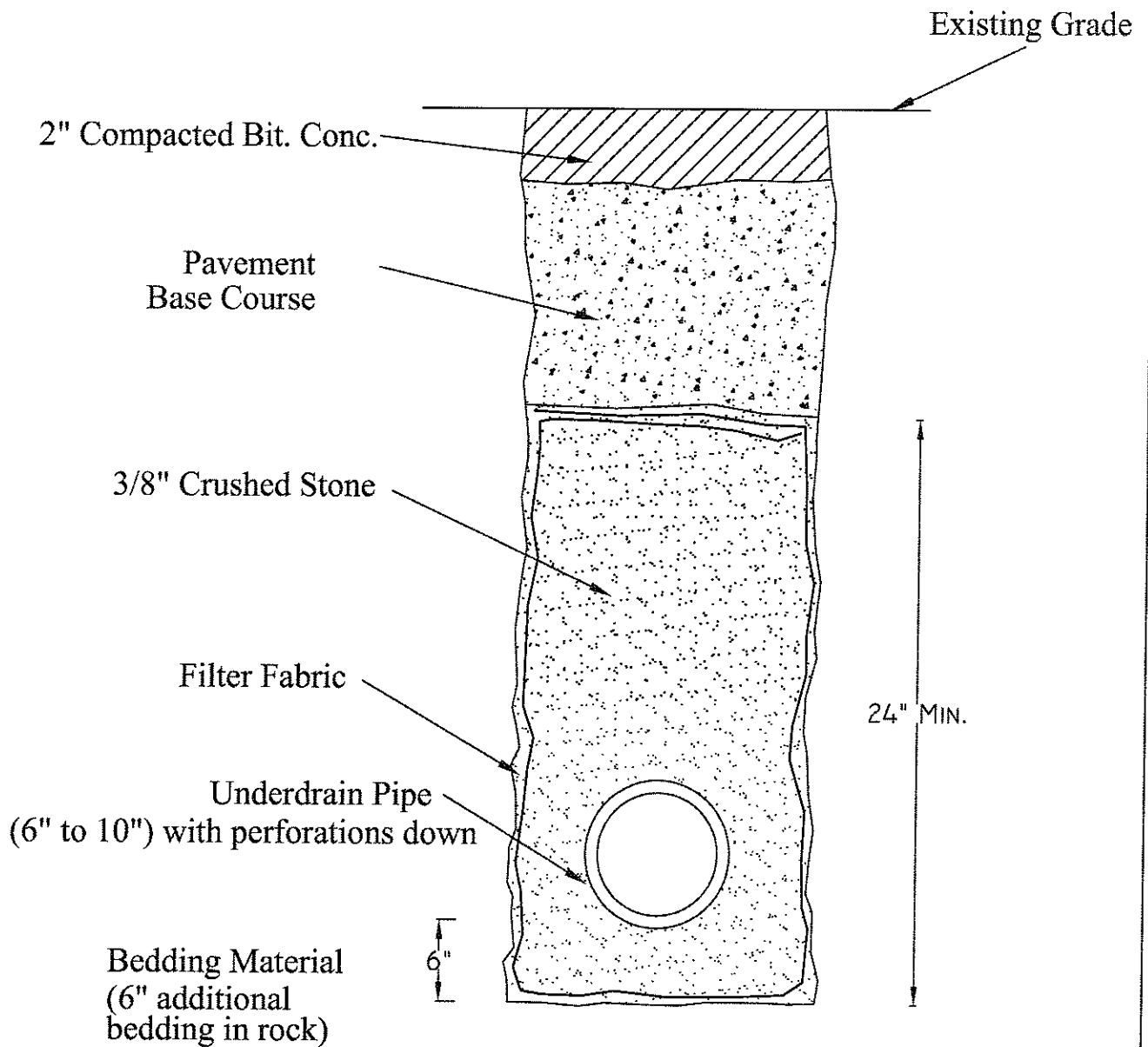
City of Middletown, CT.
Public Works Engineering Division

SHOWING

Tree Well

DATE: Jan. 2012

SCALE: NTS



NOTES:

Width of trench to be O.D. of pipe plus two (2) feet.

City of Middletown, CT.
Public Works Engineering Division

SHOWING

Underdrain

DATE: Jan. 2012

SCALE: NTS

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 18666

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2013-036

Project Town: Middletown

FAP Number:

State Number:

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	25.81
2) Carpenters, Piledrivermen	30.45	21.65

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

2a) Diver Tenders	30.45	21.65
3) Divers	38.91	21.65
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	44.25	17.75
4a) Painters: Brush and Roller	30.62	17.75
4b) Painters: Spray Only	33.62	17.75
4c) Painters: Steel Only	32.62	17.75
4d) Painters: Blast and Spray	33.62	17.75

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

4e) Painters: Tanks, Tower and Swing	32.62	17.75
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.60	22.22+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	39.31	26.27
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	26.40	17.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.65	17.15

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

10) Group 3: Pipelayers	26.90	17.15
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.90	17.15
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12) Group 5: Toxic waste removal (non-mechanical systems)	28.40	17.15
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13) Group 6: Blasters	28.15	17.15
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	27.40	17.15
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Group 8: Traffic control signalmen	16.00	17.15
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.15 + a
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13b) Brakemen, Trackmen	30.37	17.15 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	30.37	17.15 + a
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15) Form Erectors	30.68	17.15 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.15 + a
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As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

17) Laborers Topside, Cage Tenders, Bellman	30.26	17.15 + a
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18) Miners	31.28	17.15 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

18a) Blaster	37.41	17.15 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.15 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.15 + a
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21) Mucking Machine Operator	37.97	17.15 + a
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As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	18.27 + a
Three axle trucks; two axle ready mix	27.98	18.27 + a
Three axle ready mix	28.03	18.27 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	18.27 + a
Four axle ready-mix	28.13	18.27 + a
Heavy duty trailer (40 tons and over)	28.33	18.27 + a

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	18.27 + a
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---POWER EQUIPMENT OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.60	21.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
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As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	33.36	21.55 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.96	21.55 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	32.53	21.55 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	30.49	21.55 + a

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

Group 12: Wellpoint Operator.	30.43	21.55 + a
Group 13: Compressor Battery Operator.	29.85	21.55 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a
Group 16: Maintenance Engineer/Oiler	27.65	21.55 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	29.54	21.55 + a

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
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21) Heavy Equipment Operator	39.92	3% + 13.70
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22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
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23) Driver Groundmen	33.27	3% + 13.70
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----LINE CONSTRUCTION----

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

*The annual adjustments will be posted on the Department of Labor's Web page:
www.ct.gov/dol.*

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Wednesday, January 22, 2014

Project: Installation Of Concrete Sidewalks And Extruded Concrete Curbing

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

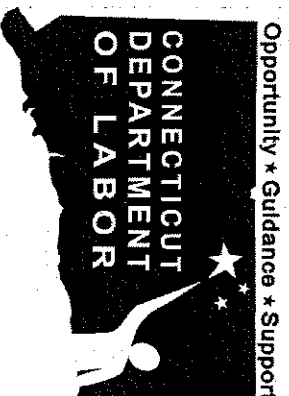
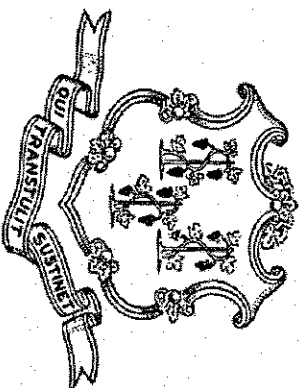
Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have QUESTIONS regarding your wages

CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

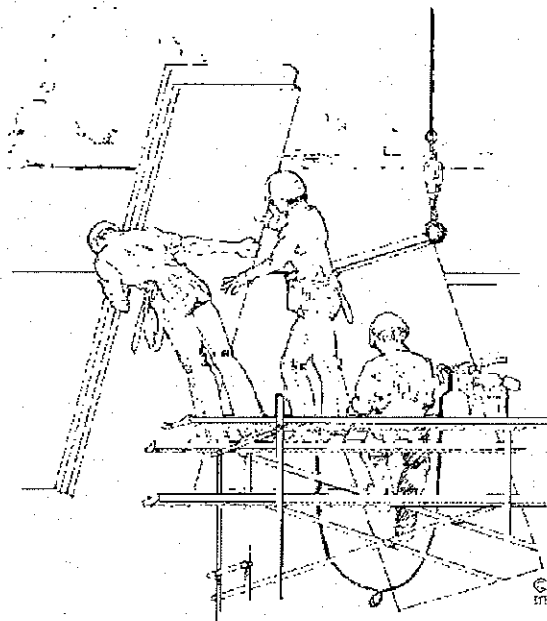
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53
 Certified Payrolls with a statement of compliance
 shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS
WEEKLY PAYROLL

Connecticut Department of Labor
 Wage and Workplace Standards Division
 200 Foley Brook Blvd.
 Waterbury, CT 06109

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKERS COMPENSATION INSURANCE CARRIER

PAYROLL NUMBER

Week-Ending
 Date

PROJECT NAME & ADDRESS

DAY AND DATE

MON TUE WED THU FRI SAT

Total ST
 Hours

BASE HOURLY
 RATE

TYPE OF
 FRINGE

GROSS PAY
 FOR ALL

PERFORMED
 THIS WEEK

FICA
 WITH-
 HOLDING

LIST
 OTHER

GROSS PAY FOR
 THIS PREVAILING
 RATE JOB

CHECK # AND
 NET PAY

POLICY #
 EFFECTIVE DATE:
 EXPIRATION DATE:

PERSON/WORKER, ADDRESS AND SECTION	APPR RATE % AND RACE*	MALE/ FEMALE	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S	Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	FICA WITH- HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												\$	1. \$					
												Base Rate	2. \$					
												\$	3. \$					
												Base Rate	4. \$					
												\$	5. \$					
												Cash Fringe	6. \$					
												\$	1. \$					
												Base Rate	2. \$					
												\$	3. \$					
												Base Rate	4. \$					
												\$	5. \$					
												Cash Fringe	6. \$					
												\$	1. \$					
												Base Rate	2. \$					
												\$	3. \$					
												Base Rate	4. \$					
												\$	5. \$					
												Cash Fringe	6. \$					
												\$	1. \$					
												Base Rate	2. \$					
												\$	3. \$					
												Base Rate	4. \$					
												\$	5. \$					
												Cash Fringe	6. \$					

12/9/2013

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER OF

OSHA 10~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as
Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

**Weekly Payroll Certification For
Public Works Projects (Continued)**

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR. RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY		TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S		RATE	FRINGE							
				HOURS WORKED EACH DAY								TOTAL FRINGE BENEFIT PLAN	CASH							
												Total	O/T Hours							
												Base Rate	2. \$							
												\$	3. \$							
												Base Rate	4. \$							
												\$	5. \$							
												Cash Fringe	6. \$							
												\$	1. \$							
												Base Rate	2. \$							
												\$	3. \$							
												Base Rate	4. \$							
												\$	5. \$							
												Cash Fringe	6. \$							
												\$	1. \$							
												Base Rate	2. \$							
												\$	3. \$							
												Base Rate	4. \$							
												\$	5. \$							
												Cash Fringe	6. \$							
												\$	1. \$							
												Base Rate	2. \$							
												\$	3. \$							
												Base Rate	4. \$							
												\$	5. \$							
												Cash Fringe	6. \$							

***IF REQUIRED**

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)



Governor Dannel P. Malloy

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CONNECTICUT DEPARTMENT OF LABOR

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Misclassification \(JEC\)](#)[Stop Work Orders](#)[Reports of Activities](#)[FAQs](#)[Contact Us](#)**OCCUPATIONAL CLASSIFICATION BULLETIN**

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

- Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

- Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

- Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

- Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS, PILEDRIVERMEN, LATHERS, RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

- Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a TOTAL Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)
 - **SHEETMETAL WORKERS**
 - Fabricate, assemble, install and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.
 - **SPRINKLER FITTERS**
 - Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**
 - **TILE MARBLE AND TERRAZZO FINISHERS**
 - Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.
 - **TRUCK DRIVERS**
 - **Definitions:**
 - 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc. of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
 - 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
 - 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
 - 4) "De Minimis" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.
 - **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**
 - Truck drivers are covered for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.
- For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"*
- Truck Drivers are not covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"

- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000

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